



Soitec Solar Inc.
16550 Via Esprillo
San Diego, CA 92127 (USA)
T. + 1(0)858-652-4434
www.soitec.com

TIERRA DEL SOL SOLAR FARM LLC

REAL ESTATE DOCUMENTS FOR TRANSMISSION & ACCESS EASEMENTS

MUP SUBMITTAL: APRIL 2013

**SDC PDS RCVD 04-16-13
REZ12-005
P12-010**

TIERRA DEL SOL SOLAR FARM LLC

TABLE OF CONTENTS

As of: April 8, 2013

SECTION I	TRANSMISSION AND ACCESS EASEMENTS
1.	<p>Michael P. Troy a married man as his sole and separate property, as Owner APN: 612-090-58-00</p> <ul style="list-style-type: none">▪ Applicant's Disclosure of Ownership Interest on Application for Zoning Permits/Approval (Form PDS-305)▪ Memorandum of Transmission Easement Option recorded in the Official Records of San Diego County as Document 2012-0668507 on October 30, 2012.▪ Preliminary Title Report
2.	<p>Tecate Divide, LLC, a Florida Limited Liability Company, as Owner APN: 612-090-57-00</p> <ul style="list-style-type: none">▪ Applicant's Disclosure of Ownership Interest on Application for Zoning Permits/Approval (Form PDS-305)▪ Memorandum of Transmission Easement Option recorded in the Official Records of San Diego County as Document 2012-0705552 on November 13, 2012.▪ Preliminary Title Report
3.	<p>Phillip G. Herrera, a single man as his sole and separate property, as Owner APN: 658-051-17-00</p> <ul style="list-style-type: none">▪ Applicant's Disclosure of Ownership Interest on Application for Zoning Permits/Approval (Form PDS-305)▪ Grant of Transmission and Access Easement recorded in the Official Records of San Diego County as Document 2013-0134601 on March 1, 2013.▪ Policy of Title Insurance
4.	<p>William M. Davis II, an unmarried man, as Owner APN: 658-090-17-00</p> <ul style="list-style-type: none">▪ Applicant's Disclosure of Ownership Interest on Application for Zoning Permits/Approval (Form PDS-305)▪ Memorandum of Transmission Easement Option recorded in the Official Records of San Diego County as Document 2012-0687727 on November 1, 2012.▪ Preliminary Title Report

TIERRA DEL SOL SOLAR FARM LLC

TABLE OF CONTENTS

As of: April 8, 2013

5.	<p>Joseph F. Contasti and Austra Contasti, Trustees or their successors in trust, under Declaration of Trust dated August 31, 1983 (Revocable Living Trust) for the benefit of the Contasti Living Trust, as Owner APN: 658-051-07-00</p> <ul style="list-style-type: none">▪ Applicant's Disclosure of Ownership Interest on Application for Zoning Permits/Approval (Form PDS-305)▪ Grant of Transmission and Access Easement Option recorded in the Official Records of San Diego County as Document 2013-0031436 on January 16, 2013.▪ Preliminary Title Report
6.	<p>David O. Allen and Betty A. Allen, Co-Trustees of the Allen Family Revocable Trust dated July 6, 1993, as Owner APN: 658-090-36-00</p> <ul style="list-style-type: none">▪ Applicant's Disclosure of Ownership Interest on Application for Zoning Permits/Approval (Form PDS-305)▪ Memorandum of Transmission Easement Option recorded in the Official Records of San Diego County as Document 2013-0122228 on February 26, 2013.▪ Preliminary Title Report
7.	<p>Lansing PSP, LLC, a California limited liability company</p> <ul style="list-style-type: none">▪ Applicant's Disclosure of Ownership Interest on Application for Zoning Permits/Approval (Form PDS-305)▪ Authorization Letter dated March 13, 2013 with regard to the County of San Diego Inclusion in Program Environmental Impact Report Environmental Review No. 3910-120005 and Major Use Permit 3300-12-010▪ Authorization Letter dated March 13, 2013 with regard to the County of San Diego Inclusion in Program Environmental Impact Report Environmental Review No. 3910-120005▪ Preliminary Title Report #594108▪ Preliminary Title Report #594109



County of San Diego, Planning & Development Services
**APPLICANT'S DISCLOSURE OF
OWNERSHIP INTERESTS ON
APPLICATION FOR ZONING PERMITS/
APPROVALS**
ZONING DIVISION

Record ID(s) MUP 3300-12-010

Assessor's Parcel Number(s) _____

Ordinance No. 4544 (N.S.) requires that the following information must be disclosed at the time of filing of this discretionary permit. The application shall be signed by all owners of the property subject to the application or the authorized agent(s) of the owner(s), pursuant to Section 7017 of the Zoning Ordinance. **NOTE:** Attach additional pages if necessary.

A. List the names of all persons having any *ownership interest* in the property involved.

_____	_____
_____	_____
_____	_____

B. If any person identified pursuant to (A) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

_____	_____
_____	_____
_____	_____

C. If any person identified pursuant to (A) above is a non-profit organization or a trust, list the names of any persons serving as director of the non-profit organization or as trustee or beneficiary or trustor of the trust.

_____	_____
_____	_____
_____	_____

NOTE: Section 1127 of The Zoning Ordinance defines Person as: "Any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver syndicate, this and any other county, city and county, city, municipality, district or other political subdivision, or any other group or combination acting as a unit."

Tierra Del Sol Solar Farm LLC

By: Soitec Solar Development LLC

Signature of Applicant

Clark Crawford, Attorney In Fact

Print Name

March 27, 2013

Date



DOC # 2012-0668507



OCT 30, 2012 8:00 AM

Recording Requested By:
First American Title - NCS
Energy Group

When recorded mail to:

Tierra Del Sol Solar Farm LLC
c/o Soitec Development LLC
Attn: Sharon Nardoza
4250 Executive Square Suite 2270
La Jolla, CA 92037

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 31.00

4405

PAGES: 6



FS
GP
1/10/12

Space above this line for recorder's use only

MEMORANDUM OF TRANSMISSION EASEMENT OPTION

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION (this "Memorandum") is made and entered into on September 10 2012, by and between **MICHAEL P. TROY**, a married man as his sole and separate property ("Owner"), and **TIERRA DEL SOL SOLAR FARM LLC**, a Delaware limited liability company ("Optionee").

A. Owner is the owner of certain real property situated in San Diego County, California, more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property").

B. Owner and Optionee have entered into that certain Transmission Easement Option (the "Option Agreement") dated as of the date hereof, pursuant to which Owner has granted an option ("Option") to Optionee to purchase a underground transmission and access easement across the Property for purposes of transmission and access, subject to the terms and conditions as set forth in the Option Agreement. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Option Agreement.

C. Owner and Optionee desire to execute this Memorandum and cause the same to be recorded in the Official Records of San Diego County, California for the purpose of memorializing the Option Agreement and to provide third parties with notice of the Option Agreement.

NOW, THEREFORE, in consideration of these premises and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Optionee do hereby agree as follows:

1. Owner hereby grants to Optionee an Option to purchase an easement for transmission and incidental purposes on the Property, which transmission easement shall be located approximately as shown on Exhibit A-1 to the Option Agreement, provided that the Option and Optionee's rights hereunder are subject to all of the terms and conditions set forth in the Option Agreement.

This document is being processed for recording by First American Title as an accommodation only. Said document has not been reviewed for accuracy, execution, or impact on title.

2. The term of the Option ("Initial Term") shall commence on September 10, 2012, and shall continue for twenty-four (24) months until September 9, 2014. Optionee shall have the right, but not the obligation, to extend the Initial Term of the Option Agreement for a consecutive additional twenty four (24) month period ("Option Extension Period"). The Option Extension Period shall commence at the end of the Initial Term.

4406

3. The Option Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Owner and Optionee. The Option Agreement shall run with the land and shall be binding upon any transferee or purchaser of the Property by Owner.

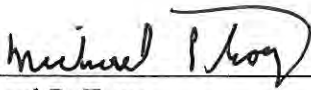
4. All of its terms, covenant and conditions of the Option Agreement are incorporated herein by reference. This Memorandum may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date **4407**
first set forth above.

OWNER:

MICHAEL P. TROY

By: 
Michael P. Troy

OPTIONEE:

TIERRA DEL SOL SOLAR FARM, LLC
a Delaware limited liability company

By: Soitec Solar Development LLC
a Delaware limited liability company

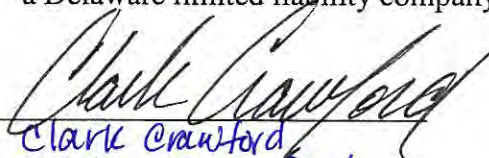
By: 
Clark Crawford
Title: Attorney in fact

EXHIBIT "A"

PROPERTY DESCRIPTION

4408

Real property in the County of San Diego, State of California, described as follows:

PARCEL 1:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL COAL AND OTHER MINERALS IN SAID LAND, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE SAME, AS RESERVED IN UNITED STATES PATENT ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED SEPTEMBER 6, 1880.

PARCEL 2:

AN EASEMENT FOR ROAD PURPOSES OVER, UNDER, ALONG AND ACROSS THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID SECTION 28; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 01°52'14" WEST, 2720.70 FEET TO THE WEST QUARTER CORNER OF SAID SECTION AS SHOWN ON RECORD OF SURVEY MAP NO. 4842 FILED DECEMBER 9, 1958, IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AS SHOWN ON SAID RECORD OF SURVEY NO. 4842, SOUTH 77°04' EAST 1204.90 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED AS PARCEL 1 IN THE DEED TO JOZEF KEDRA, A SINGLE MAN, RECORDED APRIL 15, 1971, AS FILE NO. 74209, BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID KEDRA TRACT OF LAND NORTH 01°52'44" EAST 910 FEET TO THE NORTHWEST CORNER OF SAID KEDRA TRACT OF LAND, SAID POINT BEING ON THE SOUTHWESTERLY LINE OF STATE HIGHWAY (U.S. 80), THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 66°29' WEST 50 FEET MORE OR LESS TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE LAND DESCRIBED IN THE DEED TO HARRY PAUL LARSON AND KATHERINE IRENE LARSON, HUSBAND AND WIFE, RECORDED AUGUST 27, 1964, AS FILE NO. 156362; THENCE ALONG SAID PROLONGATION AND EASTERLY LINE OF SAID LARSON TRACT OF LAND SOUTH 01°52' WEST TO THE SOUTHEAST CORNER OF SAID LARSON LAND, THENCE CONTINUING SOUTH 01°52' WEST 30 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE ALONG SAID SOUTH LINE SOUTH 77°04' EAST 50 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THE EAST 30.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

APN: 612-090-58-00

Memorandum of Transmission Easement of 10m

4409

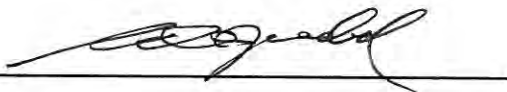
STATE OF CALIFORNIA }
COUNTY OF San Diego } ss.

On SEP 06 2012, before me, Walter E. Pueschel, Notary Public, personally appeared MICHAEL P. TROY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

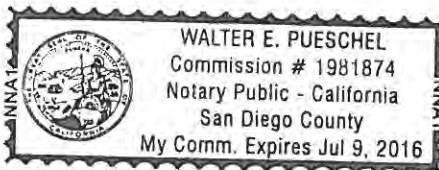
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

WITNESS my hand and official seal.

Signature



(seal)



State of California)
)
County of San Diego)

4410

On September 19, 2012, before me, Sharon K. Nardoza, Notary Public, personally appeared CLARK CRAWFORD who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature Sharon K. Nardoza





**First American Title Insurance Company
National Commercial Services**

**4380 La Jolla Village Dr., Suite 110
San Diego, CA 92122**

September 04, 2012

Sharon Nardoza
Soitec Solar Inc.
4250 Executive Square, Suite 770
La Jolla, CA 92037
Phone: (858)652-4434
Fax:

Customer Reference: Troy / 612-090-58

Title Officer: Roy Provence
Phone: (858)410-3900
Fax No.: (877)461-2094
E-Mail: rprovence@firstam.com

Buyer: To Be Determined

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of August 23, 2012 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

Prelim

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Michael P. Troy, a married man as his sole and separate property

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple as to Parcel 1, an easement as to Parcel 2 AND 3.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The fact that Record of Survey No. 8694 is in disagreement with Record of Survey Map No. 4842 as to the location of the North line of the Northwest Quarter of the Southwest Quarter of Section 28, Township 17 South, Range 7 East, and shows a portion of said Northwest Quarter of the Southwest Quarter occupied by adjacent land owners.
4. An easement for public utilities and incidental purposes, recorded October 16, 1958 as Book 7303, Page 423 of Official Records.
In Favor of: Mountain Empire Electric Cooperative, Inc.
Affects: as described therein
5. The terms and provisions contained in the document entitled "Declaration of Covenants for Public Improvements" recorded March 4, 1981 as Instrument No. 81-066134 of Official Records. By and between Sara S. Sanders, George C. Westover, Esther G. Westover, John L. Skinner and Carla Skinner and the County of San Diego
6. Note: A Certificate of Compliance disclosing an easement over the herein described property was recorded March 28, 1981 as Instrument No. 81-092267 of Official Records.

7. An easement for road, utility and incidental purposes, recorded September 1, 1983 as Instrument No. 83-312889 of Official Records.

In Favor of: John L. Skinner and Carla Skinner, husband and wife; George C. Westover and Grace Westover, husband and wife; Sara S. Sanders, a widow

Affects: as described therein

Said easement has been granted and reserved in various deeds of record.

8. An easement for public utilities and incidental purposes, recorded October 10, 1985 as Instrument No. 85-376781 of Official Records.

In Favor of: San Diego Gas & Electric Company

Affects: as described therein

9. An easement for right of way for ingress, egress, road, public utility and incidental purposes, recorded December 11, 1990 as Instrument No. 90-659070 of Official Records.

In Favor of: David L. Sempsrott and Elizabeth Lopes, husband and wife, as Joint Tenants

Affects: the Northerly and Easterly 40.00 feet

Said easement has been granted and reserved in various deeds of record.

10. An easement for right of way for road, utility and incidental purposes, recorded January 20, 1995 as Instrument No. 1995-0028135 of Official Records.

In Favor of: Gary D. Merrill, an unmarried man

Affects: the Northerly and Easterly 40.00 feet

Said easement has been granted and reserved in various deeds of record.

11. Lien for Revenue and Recovery in favor of County of San Diego Department of Social Services

Against: Debra Patricia Troy and Michael Troy

Amount: \$not shown

Recorded: December 07, 1995 as Instrument No. 1995-0557639 of Official Records.

12. An easement for ingress, egress, road, utility and incidental purposes, recorded February 25, 2000 as Instrument No. 2000-096648 of Official Records.

In Favor of: Bonnie C. Knudson, an unmarried woman

Affects: the Northerly and Easterly 40.00 feet

Said easement has been granted and reserved in various deeds of record.

13. A Deed of Trust to secure an original indebtedness of \$112,000.00 recorded October 02, 2001 as Instrument No. 2001-0712789 of Official Records.

Dated: September 6, 2001

Trustor: Michael P. Troy, a married man as his sole and separate property

Trustee: T.D. Service Company

Beneficiary: E*Trade Mortgage Corporation

14. Rights of parties in possession.
15. Water rights, claims or title to water, whether or not shown by the public records.

INFORMATIONAL NOTES

1. Taxes for proration purposes only for the fiscal year 2011-2012.

First Installment:	\$940.94, PAID
Second Installment:	\$940.94, PAID
Tax Rate Area:	91051
APN:	612-090-58-00
2. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 3. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
 1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendment;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - D. WITH RESPECT TO A GENERAL PARTNERSHIP:
 1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
 - E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
 1. A copy of its operating agreement and any amendments thereto;

2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

*******To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.*******

LEGAL DESCRIPTION

Real property in the City of , County of San Diego, State of California, described as follows:

PARCEL 1:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL COAL AND OTHER MINERALS IN SAID LAND, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE SAME, AS RESERVED IN UNITED STATES PATENT ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED SEPTEMBER 6, 1880.

PARCEL 2:

AN EASEMENT FOR ROAD PURPOSES OVER, UNDER, ALONG AND ACROSS THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID SECTION 28; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 01°52'14" WEST, 2720.70 FEET TO THE WEST QUARTER CORNER OF SAID SECTION AS SHOWN ON RECORD OF SURVEY MAP NO. 4842 FILED DECEMBER 9, 1958, IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AS SHOWN ON SAID RECORD OF SURVEY NO. 4842, SOUTH 77°04' EAST 1204.90 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED AS PARCEL 1 IN THE DEED TO JOZEF KEDRA, A SINGLE MAN, RECORDED APRIL 15, 1971, AS FILE NO. 74209, BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID KEDRA TRACT OF LAND NORTH 01°52'44" EAST 910 FEET TO THE NORTHWEST CORNER OF SAID KEDRA TRACT OF LAND, SAID POINT BEING ON THE SOUTHWESTERLY LINE OF STATE HIGHWAY (U.S. 80), THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 66°29' WEST 50 FEET MORE OR LESS TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE LAND DESCRIBED IN THE DEED TO HARRY PAUL LARSON AND KATHERINE IRENE LARSON, HUSBAND AND WIFE, RECORDED AUGUST 27, 1964, AS FILE NO. 156362; THENCE ALONG SAID PROLONGATION AND EASTERLY LINE OF SAID LARSON TRACT OF LAND SOUTH 01°52' WEST TO THE SOUTHEAST CORNER OF SAID LARSON LAND, THENCE CONTINUING SOUTH 01°52' WEST 30 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE ALONG SAID SOUTH LINE SOUTH 77°04' EAST 50 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THE EAST 30.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

APN: 612-090-58-00

The First American Corporation
First American Title Company
Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;
 - (b) zoning;
 - (c) land use;
 - (d) improvements on the Land;
 - (e) land division; and
 - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21. Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



County of San Diego, Planning & Development Services
**APPLICANT'S DISCLOSURE OF
OWNERSHIP INTERESTS ON
APPLICATION FOR ZONING PERMITS/
APPROVALS**
ZONING DIVISION

Record ID(s) MUP 3300-12-010

Assessor's Parcel Number(s) 612-090-57-00

Ordinance No. 4544 (N.S.) requires that the following information must be disclosed at the time of filing of this discretionary permit. The application shall be signed by all owners of the property subject to the application or the authorized agent(s) of the owner(s), pursuant to Section 7017 of the Zoning Ordinance. **NOTE:** Attach additional pages if necessary.

A. List the names of all persons having any *ownership interest* in the property involved.

Tecate Divide, LLC a Florida limited liability company

B. If any person identified pursuant to (A) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

B. Nandor Nevai

C. If any person identified pursuant to (A) above is a non-profit organization or a trust, list the names of any persons serving as director of the non-profit organization or as trustee or beneficiary or trustor of the trust.

NOTE: Section 1127 of The Zoning Ordinance defines Person as: "Any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver syndicate, this and any other county, city and county, city, municipality, district or other political subdivision, or any other group or combination acting as a unit."

Tierra Del Sol Solar Farm LLC

By: Soitec Solar Development LLC

Clark Crawford
Signature of Applicant

Clark Crawford, Attorney In Fact

Clark Crawford
Print Name

March 27, 2013

March 27, 2013
Date

5510 OVERLAND AVE, SUITE 110, SAN DIEGO, CA 92123 • (858) 565-5981 • (888) 267-8770

<http://www.sdcountry.ca.gov/pds>





NOV 13, 2012 8:00 AM

Recording Requested By:
First American Title - NCS
Energy Group

When recorded mail to:

OFFICIAL RECORDS
 SAN DIEGO COUNTY RECORDER'S OFFICE
 Ernest J. Dronenburg, Jr., COUNTY RECORDER
 FEES: 37.00

5615

PAGES: 8



Tierra Del Sol Solar Farm LLC
 c/o Soitec Development LLC
 Attn: Sharon Nardoza
 16550 Via Esprillo,
 San Diego, CA 92127

Space above this line for recorder's use only

MEMORANDUM OF TRANSMISSION EASEMENT OPTION

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION (this "Memorandum") is made and entered into on 10/23/12, by and between **TECATE DIVIDE, LLC**, a Florida Limited Liability Company ("Owner"), and **TIERRA DEL SOL SOLAR FARM LLC**, a Delaware limited liability company("Optionee").

A. Owner is the owner of certain real property situated in San Diego County, California, more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property").

B. Owner and Optionee have entered into that certain Transmission Easement Option (the "Option Agreement") dated as of the date hereof, pursuant to which Owner has granted an option ("Option") to Optionee to purchase a underground transmission and access easement across the Property for purposes of transmission and access, subject to the terms and conditions as set forth in the Option Agreement. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Option Agreement.

C. Owner and Optionee desire to execute this Memorandum and cause the same to be recorded in the Official Records of San Diego County, California for the purpose of memorializing the Option Agreement and to provide third parties with notice of the Option Agreement.

NOW, THEREFORE, in consideration of these premises and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Optionee do hereby agree as follows:

1. Owner hereby grants to Optionee an Option to purchase an easement for transmission and incidental purposes on the Property, which transmission easement shall be located approximately as shown on Exhibit A-1 to the Option Agreement, provided that the Option and Optionee's rights hereunder are subject to all of the terms and conditions set forth in the Option Agreement.

This document is being processed for recording by First American Title as an accommodation only. Said document has not been reviewed for accuracy, execution, or impact on title.

10-22-2012 Change to original contract language:

Transmission Easement shall not be located within the boundaries of any easement recorded prior to 10/22/2012.

Owner N.N.

Optionee _____

2. The term of the Option ("Initial Term") shall commence on 10/23/12, and shall continue for twenty-four (24) months until 10/23/14. Optionee shall have the right, but not the obligation, to extend the Initial Term of the Option Agreement for a consecutive additional twenty four (24) month period ("Option Extension Period"). The Option Extension Period shall commence at the end of the Initial Term.

3. The Option Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Owner and Optionee. The Option Agreement shall run with the land and shall be binding upon any transferee or purchaser of the Property by Owner.

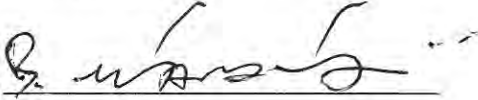
4. All of its terms, covenant and conditions of the Option Agreement are incorporated herein by reference. This Memorandum may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

OWNER:

TECATE DIVIDE, LLC, a Florida Limited Liability Company

By: 

Title: MEMBER

By: _____

Title: _____

OPTIONEE:

TIERRA DEL SOL SOLAR FARM, LLC
a Delaware limited liability company

By: Soitec Solar Development LLC
a Delaware limited liability company

Its: Sole Member

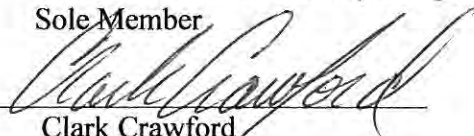
By: 
Clark Crawford
Attorney In Fact

EXHIBIT "A"**PROPERTY DESCRIPTION**

That certain real property of Owner in the County of San Diego, State of California, described as follows:

PARCEL 1:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL COAL AND OTHER MINERALS IN SAID LAND, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SAME AS RESERVED IN UNITED STATES PATENT, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED SEPTEMBER 6, 1880.

PARCEL 2:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THE WEST 30.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, TOGETHER WITH THE EAST 30.00 FEET OF THE WEST 60.00 FEET OF THE SOUTH 60.00 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER.

PARCEL 3:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THE NORTH 60.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER SHALL BE AS SHOWN ON RECORD OF SURVEY MAP NO. 4842 FILED DECEMBER 9, 1958, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID SECTION 28; THENCE ALONG THE WESTERLY LINE THEREOF; SOUTH $01^{\circ} 52' 14''$ WEST, 2720.70 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 28 AS SHOWN ON RECORD OF SURVEY MAP NO. 4842 FILED DECEMBER 9, 1958 IN THE OFFICE OF THE COUNTY RECORDER

OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AS SHOWN ON SAID RECORD OF SURVEY NO. 4842, SOUTH 77°04'EAST 1,204.90 FEET TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN PARCEL 1 IN THE DEED OF JOSEF KEDRA, A SINGLE MAN, RECORDED APRIL 15, 1971, AS INSTRUMENT NO 74209, BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID KEDRA TRACT OF LAND NORTH 01°52'14" EAST 910 FEET TO THE NORTHWEST CORNER OF SAID KEDRA TRACT OF LAND, SAID POINT BEING ON THE SOUTHWESTERLY LINE OF STATE HIGHWAY (U.S. 80); THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 66°29' WEST 50 FEET MORE OR LESS TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE LAND DESCRIBED IN DEED TO HARY PAUL LARSON AND KATHERINE IRENE LARSON, HUSBAND AND WIFE, RECORDED AUGUST 27, 1964 AS INSTRUMENT NO. 156362; THENCE ALON SAID PROLONGNATION AND EASTERLY LINE OF SAID LARSON TRACT OF LAND SOUTH 01°52' WEST TO THE SOUTHEAST CORNER OF SAID LARSON LAND; THENCE CONTINUING SOUTH 01°52 WEST 30 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SAID NORTHWEST QUARTER; THENCE ALONG SAID SOUTH LINE SOUTH 77°04' EAST 50 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

PARCEL 5:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THE EAST 30.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORING TO OFFICIAL PLAT THEREOF.

PARCEL 6:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THE EASTERLY 40.00 FEET AND THE NORTHERLY 40.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

THE NORTHERLY LINE OF SAID NORTHERLY 40.00 FEET BEING DESCRIBED AS FOLLOWS:

THE SOUTH LINE OF RECORD OF SURVEY NO. 4842, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 9, 1958, BEGINNING AT THE "CORNER CLAIMED BY RUBY"; THENCE ALONG SAID SOUTH LINE, NORTH 77°04'00" WEST 1444.90 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 28, AS DELINEATED THEREFON

EXCEPTING THEREFORM ALL THAT PORTION OF THE NORTHERLY 40.00 FEET LYING WESTERLY OF THE SOUTHERLY PROLONGATION OF THE WEST LINE OF "TULE JIM

LANE”

THE EASEMENT IS HEREBY DECLARED TO BE APPURTENANT TO AND FOR THE USE AND BENEFIT OF THE PRESENT AND FUTURE OWNERS OF ALL OR ANY PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28.

APN: 612-090-57-00

STATE OF ^{New York} CALIFORNIA ^{Rn} }
 COUNTY OF Rensselaer } ss.

On October 23, 2012, before me, Ryan P. Keiffer, Notary Public, personally appeared R. Nader Nevai, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

WITNESS my hand and official seal.

Signature Ryan P. Keiffer

(seal)

RYAN P. KEIFFER
 Notary Public, State of New York
 Qualified in Albany County
 No. 01KE6222874
 Commission Expires June 1, 2014

State of California)
)
County of San Diego)

On November 6, 2012, before me, Sharon K. Nardozza, Notary Public, personally appeared CLARK CRAWFORD who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sharon K. Nardozza

(Seal)





**First American Title Insurance Company
National Commercial Services**

**4380 La Jolla Village Dr., Suite 110
San Diego, CA 92122**

September 04, 2012

Sharon Nardoza
Soitec Solar Inc.
4250 Executive Square, Suite 770
La Jolla, CA 92037
Phone: (858)652-4434
Fax:

Customer Reference: Tecate Divide / 612-090-57

Title Officer: Roy Provence
Phone: (858)410-3900
Fax No.: (877)461-2094
E-Mail: rprovence@firstam.com

Buyer: To Be Determined

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of August 23, 2012 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

Prelim

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Tecate Divide, LLC

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple as to Parcel 1, an easement as to Parcel 2 through 6.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The effect of a map purporting to show the land and other property, filed 4842 of Record of Surveys.
4. The terms and provisions contained in the document entitled "Covenant of Improvement Requirements" recorded March 4, 1981 as Instrument No. 81-066134 of Official Records.
5. The effect of a document entitled "Conditional Certificate of Compliance", recorded March 25, 1981 as Instrument No. 81-092267 of Official Records.

The herein described land with other land.

6. The effect of a map purporting to show the land and other property, filed 8694 of Record of Surveys.
7. An easement for public utilities and incidental purposes, recorded March 22, 1985 as Instrument No. 85-096594 of Official Records.
In Favor of: Pacific Bell
Affects: as described therein

8. An easement for ingress, egress, road, utility and incidental purposes, recorded December 11, 1990 as Instrument No. 90-0659066 of Official Records.
In Favor of: David L. Sempstrott and Elizabeth Lopes, husband and wife as joint tenants
Affects: the easterly 40.00 feet of said land.
9. An easement for ingress, egress, road, utility and incidental purposes, recorded November 9, 1999 as Instrument No. 1999-0745218 of Official Records.
In Favor of: Bonnie C. Knudson, an unmarried woman
Affects: the easterly 40.00 feet of said land.
10. An easement for public utilities and incidental purposes, recorded May 17, 2012 as Instrument No. 2012-0289109 of Official Records.
In Favor of: San Diego Gas & Electric Company, a California corporation
Affects: as described therein
11. Rights of parties in possession.
12. Water rights, claims or title to water, whether or not shown by the public records.

INFORMATIONAL NOTES

1. Taxes for proration purposes only for the fiscal year 2011-2012.

First Installment:	\$710.78, PAID
Second Installment:	\$710.78, PAID
Tax Rate Area:	91051
APN:	612-090-57-00

2. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 3. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
 1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendment;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - D. WITH RESPECT TO A GENERAL PARTNERSHIP:
 1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
 - E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
 1. A copy of its operating agreement and any amendments thereto;

2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

*******To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.*******

LEGAL DESCRIPTION

Real property in the City of , County of San Diego, State of California, described as follows:

PARCEL 1:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL COAL AND OTHER MINERALS IN SAID LAND, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SAME AS RESERVED IN UNITED STATES PATENT, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED SEPTEMBER 6, 1880.

PARCEL 2:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THE WEST 30.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, TOGETHER WITH THE EAST 30.00 FEET OF THE WEST 60.00 FEET OF THE SOUTH 60.00 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER.

PARCEL 3:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THE NORTH 60.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER SHALL BE AS SHOWN ON RECORD OF SURVEY MAP NO. 4842 FILED DECEMBER 9, 1958, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID SECTION 28; THENCE ALONG THE WESTERLY LINE THEREOF; SOUTH $01^{\circ}52'14''$ WEST, 2720.70 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 28 AS SHOWN ON RECORD OF SURVEY MAP NO. 4842 FILED DECEMBER 9, 1958, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AS SHOWN ON SAID RECORD OF SURVEY NO. 4842, SOUTH $77^{\circ}04'$ EAST 1,204.90 FEET TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN PARCEL 1 IN THE DEED OF JOSEF KEDRA, A SINGLE MAN, RECORDED APRIL 15, 1971, AS INSTRUMENT NO. 74209, BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID KEDRA TRACT OF LAND NORTH $01^{\circ}52'14''$ EAST 910 FEET TO THE NORTHWEST CORNER OF SAID KEDRA TRACT OF LAND, SAID POINT BEING ON THE SOUTHWESTERLY LINE OF STATE HIGHWAY (U.S. 80); THENCE ALONG SAID SOUTHWESTERLY LINE NORTH $66^{\circ}29'$ WEST 50 FEET MORE OR LESS TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE LAND DESCRIBED IN DEED TO HARRY PAUL LARSON AND KATHERINE IRENE LARSON, HUSBAND AND WIFE, RECORDED AUGUST 27, 1964 AS INSTRUMENT NO. 156362; THENCE ALONG SAID PROLONGATION AND EASTERLY LINE OF SAID LARSON TRACT OF LAND SOUTH $01^{\circ}52'$ WEST TO THE SOUTHEAST CORNER OF SAID LARSON LAND; THENCE CONTINUING SOUTH $01^{\circ}52'$ WEST 30 FEET TO THE

SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SAID NORTHWEST QUARTER; THENCE ALONG SAID SOUTH LINE SOUTH 77°04' EAST 50 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

PARCEL 5:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THE EAST 30.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

PARCEL 6:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THE EASTERLY 40.00 FEET AND THE NORTHERLY 40.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

THE NORTHERLY LINE OF SAID NORTHERLY 40.00 FEET BEING DESCRIBED AS FOLLOWS:

THE SOUTH LINE OF RECORD OF SURVEY NO. 4842, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 9, 1958, BEGINNING AT THE "CORNER CLAIMED BY RUBY"; THENCE ALONG SAID SOUTH LINE, NORTH 77°04'00" WEST 1444.90 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 28, AS DELINEATED THEREON.

EXCEPTING THEREFROM ALL THAT PORTION OF THE NORTHERLY 40.00 FEET LYING WESTERLY OF THE SOUTHERLY PROLONGATION OF THE WEST LINE OF "TULE JIM LANE".

THE EASEMENT IS HEREBY DECLARED TO BE APPURTENANT TO AND FOR THE USE AND BENEFIT OF THE PRESENT AND FUTURE OWNERS OF ALL OR ANY PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28.

APN: 612-090-57-00

The First American Corporation
First American Title Company
Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;
 - (b) zoning;
 - (c) land use;
 - (d) improvements on the Land;
 - (e) land division; and
 - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



County of San Diego, Planning & Development Services
**APPLICANT'S DISCLOSURE OF
OWNERSHIP INTERESTS ON
APPLICATION FOR ZONING PERMITS/
APPROVALS**
ZONING DIVISION

Record ID(s) _____ MUP 3300-12-010

Assessor's Parcel Number(s) 658-051-17-00

Ordinance No. 4544 (N.S.) requires that the following information must be disclosed at the time of filing of this discretionary permit. The application shall be signed by all owners of the property subject to the application or the authorized agent(s) of the owner(s), pursuant to Section 7017 of the Zoning Ordinance. **NOTE:** Attach additional pages if necessary.

A. List the names of all persons having any *ownership interest* in the property involved.

Phillip G. Herrera


B. If any person identified pursuant to (A) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

C. If any person identified pursuant to (A) above is a non-profit organization or a trust, list the names of any persons serving as director of the non-profit organization or as trustee or beneficiary or trustor of the trust.

NOTE: Section 1127 of The Zoning Ordinance defines Person as: "Any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver syndicate, this and any other county, city and county, city, municipality, district or other political subdivision, or any other group or combination acting as a unit."

Tierra Del Sol Solar Farm LLC

By: Soitec Solar Development LLC


Signature of Applicant

Clark Crawford, Attorney In Fact

Print Name

March 27, 2013

Date

5510 OVERLAND AVE, SUITE 110, SAN DIEGO, CA 92123 • (858) 565-5981 • (888) 267-8770

<http://www.sdcountry.ca.gov/pds>





Recorded at the request of and *FIRST*
When recorded mail to: *AMERICAN TITLE*

MAR 01, 2013 8:00 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER

FEES: 55.00
OC: NA

7352

PAGES: 14



Tierra Del Sol Solar Farm LLC
c/o Soitec Solar Development LLC
Attn: Sharon Nardoza
16550 Via Esprillo
San Diego, CA 92127

562778-NRG

658-051-17-00

Space above this line for Recorder's use only

TRANSFER TAX \$0 NONE NO CONSIDERATION

GRANT OF TRANSMISSION AND ACCESS EASEMENT

PHILIP G. HERRERA, A SINGLE MAN AS HIS SOLE AND SEPARATE PROPERTY ("Grantor") is the owner of certain real property situated in the County of San Diego, State of California, more particularly described in Exhibit "A," attached hereto and incorporated herein, which is commonly referred to as Assessor's Parcel Number 658-051-17 (the "**Property**") and **TIERRA DEL SOL SOLAR FARM LLC**, a Delaware limited liability company ("**Grantee**") is developing a solar electric generating facility ("**Project**") on land near Grantor's Property.

Whereas Grantee desires to obtain a transmission easement and access and right-of-way on a portion of that certain Property owned by Grantor in San Diego County, State of California as described on Exhibit "B" attached hereto and made a part hereof (the "**Easement Premises**") pursuant to the terms contained herein.

1. Grant. For value received, Grantor hereby irrevocably and unconditionally grants and conveys to Grantee, the following easement for transmission and access rights-of-way (collectively, the "**Transmission and Access Easement**") in accordance with the following facts and circumstances as of the date last signed by any of the Parties (the "**Effective Date**"):

1.1 A perpetual easement for access and underground transmission (the "**Transmission Easement**"), for the following purposes and activities: surveying and assessing the Easement Premises for suitability for its intended purpose, accessing, constructing, reconstructing, erecting, installing, improving, rebuilding, upgrading, enlarging, replacing, relocating and removing from time to time, and maintaining, repairing, using, operating, and accessing underground (i) control, communications, electrical power transmission, distribution and collection facilities, including without limitation, transformers, interconnection and switching facilities, insulators, braces, vaults, cabinets, conduit, fiber, cables, wires and other conductors, (ii) control, communications, data and radio relay systems, including without limitation, conduit, fiber, cables and wires, (iii) temporary staging and laydown areas in connection with construction, operation and/or maintenance of the foregoing, (v) any related improvements, facilities, structures, fixtures, appurtenances, accessories, appliances,

machinery, materials or equipment in connection with construction, operation and/or maintenance of the foregoing.

1.2 A perpetual easement (the "**Access Easement**") in, upon, over, across, along, above and under the Easement Premises for the purpose of access, ingress and egress to and from the Easement Premises, Project and the Transmission Easement for purposes including grading and site preparation and construction, improving, rebuilding, upgrading, relocating, from time to time, and maintaining, repairing, using and operating roads, gates, and fences comprising and or related to the Easement Premises, Project and the Transmission Easement and the right of access, ingress and egress upon, on, over, along and across the access roads as may be necessary for delivery of electrical power from the Project, Easement Premises and Transmission Easement to the transmission grid system.

1.3 The Transmission Easement and Access Easement taken together with their respective improvements shall collectively be referred to as the "**Facilities**".

1.4 The parties hereto agree that upon completion of any necessary surveys or permits and/or completion of construction of the Facilities, Grantee may reasonably amend the legal description of the Easement Premises attached to this Grant of Transmission and Access Easement (this "**Grant**") and Grantor agrees to execute such amendment and record a memorandum thereof to reflect the final location of the Easement Premises. Changes to the legal description must be approved by Grantor.

2. Included Rights. The Transmission and Access Easement includes, without limitation: (i) the right of access, ingress and egress upon, on, over, along and across the Property to and from the Project and/or the Facilities; (ii) the obligation of Grantee to maintain the access drive to fire protection standards; (iii) the right to keep the Easement Premises and adjacent lands clear of all brush, trees, timber, structures and other hazards which might endanger the Facilities or impede Grantee's activities and (iii) the right to conduct any and all inspections of and studies, collection of data and surveys on the Easement Premises that Grantee deems appropriate for the permitting, construction, financing, and long-term operation of the Project and/or the Facilities.

3. No Interference; Reservation of Rights In Grantor. At no time shall Grantor interfere with or permit any other party to interfere with the surveying, permitting, construction, operation or financing of the Project and/or Facilities or the exercise of Grantee's rights under this Grant, nor will Grantor grant any other party any rights that would interfere with the surveying, permitting, construction, operation or financing of the Facilities or the Project or the exercise of Grantee's rights under this Grant; and, without limiting the generality of the foregoing, Grantor shall not (i) light any fires within the Easement Premises or (ii) place or store any flammable materials or undertake any activities (other than growing agricultural crops) within one hundred (100) feet of the Project or any Facilities, or (iii) construct or permit to be constructed any house, structure, reservoir, or other improvement (other than a fence or road, subject to Grantee's approval not to be unreasonably withheld, conditioned or delayed) within the Easement Premises or (iv) penetrate within the Easement Premises inside the perimeter of the Transmission Easement and/or in violation of any security measures of Grantee Subject to the

foregoing limitations and the other rights of Grantee under this Grant, Grantor hereby reserves to itself, its successors and assigns, the full lawful use and enjoyment of the Easement Premises.

4. Insurance. Grantee shall, at its expense, maintain a broad form comprehensive coverage policy of public liability insurance insuring both Parties (i.e., with Grantor being added to the policy as an additional insured) against loss or liability caused by Grantee's occupation and use of the Easement Premises under this Grant, in an amount not less than One Million U.S. Dollars (\$1,000,000) of combined single limit liability coverage per occurrence, accident or incident.

5. Use of Roads and Gates. Grantee shall have the right to use such gates and roads from time to time existing on the Easement Premises and installed by Grantee in accordance with Section 3, provided that Grantee shall exercise reasonable care to ensure that no damage or maintenance requirements arises from such use by Grantee. Any damage caused or maintenance required as a result of such use by Grantee shall be promptly repaired by Grantee subject to Grantor's reasonable approval. Grantee shall otherwise have the sole obligation to maintain any roads contained on the Easement Premises to fire standards at Grantee's cost throughout the term of the Transmission and Access Easement. In the event that Grantor installs locks on any gate accessing the Easement Premises from a public access point or from a point within the Property, Grantor shall furnish Grantee with such number of keys thereto as Grantee may reasonably request, or the combination to any combination lock, as applicable. Similarly, if Grantee locks any gate which Grantor is authorized to use on the Property, Grantee shall furnish Grantor with such number of keys thereto as Grantor may reasonably request, or the combination to any combination lock, as applicable.

6. Permitting. Grantee may take any and all actions that Grantee deems necessary or appropriate to effectuate a change of zoning, or to obtain permits, for Grantee's use of and Facilities on the Easement Premises. Grantor shall cooperate with Grantee in Grantee's efforts to effectuate the zoning and/or permitting of the Easement Premises (including, but not limited to, execution and return of any required documentation to Grantee within fifteen (15) days after Grantor's receipt thereof) without additional remuneration to Grantor; provided, however, that all costs and expenses of obtaining such zoning change and permits shall be borne by Grantee.

7. Ownership and Removal of the Facilities. Grantor shall have no ownership or other interest in any Facilities installed by Grantee on the Transmission and Access Easement, and Grantee may remove any or all such Facilities at any time or from time to time. Without limiting the generality of the foregoing, Grantor hereby (i) waives any statutory or common law lien that it might otherwise have in or to the Facilities and (ii) acknowledges and agrees that it does not and will not have any interest in any energy transmitted thereby.

8. Taxes. Grantee shall pay (i) any taxes on the Facilities and (ii) any increase in real property taxes levied against the Easement Premises as a result of the Transmission and Access Easement. Grantee shall not be liable for taxes attributable to facilities or improvements installed by Grantor or others on the Easement Premises or on the Property, or to the underlying value of the Easement Premises or the Property itself and Grantor shall pay when due all real property taxes and assessments levied against the Property. Grantee shall use commercially

reasonable efforts in working with the applicable taxing authority to have the Transmission and Access Easement and the Facilities assessed separately from the Easement Premises. Grantor shall promptly forward to Grantee any tax bill relating to the Easement Premises pursuant to this Section 8.

9. Indemnity; Security Measures.

(a) Grantee shall indemnify Grantor against liability for physical damage to the Easement Premises and for physical injuries or death to Grantor, Grantor's property or the public, to the extent caused by Grantee's construction, operation or removal of the Facilities on the Easement Premises or the Property other than to the extent resulting from the activities and/or negligence of Grantor or its employees, agents or invitees. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Grantor's loss of use of the portion of the Transmission and Access Easement Premises utilized by Grantee pursuant to the Transmission and Access Easement, nor loss, removal, or relocation of, crops, trees, grass, roads, fence or other matters resulting from the construction, installation and operation of the Facilities on or under the Transmission and Access Easement Premises as contemplated and permitted pursuant to this Grant.

(b) Grantor shall indemnify Grantee against liability for physical damage to the Transmission and Access Easement Premises and/or the Facilities and for physical injuries or death to Grantee or the public, to the extent caused by Grantor's activities of Grantor's agents or assignees' activities on the Property other than to the extent resulting from the gross negligence or willful misconduct of Grantee or its employees, agents or invitees.

10. Liens and Encumbrances. Grantor hereby represents and warrants to Grantee that to Grantor's knowledge, neither the Easement Premises nor the Property is encumbered by any liens or encumbrances that could reasonably be expected to limit or otherwise adversely affect Grantee's rights hereunder, nor will Grantor take any steps that could result in such encumbrance that could reasonably be expected to limit or otherwise adversely affect Grantee's rights hereunder. If at any time such a lien or encumbrance should be discovered against or attached to the Easement Premises or the Property, then, without limiting the rights or remedies of Grantee therefor, Grantee shall be entitled to obtain a subordination, non-disturbance agreement, consent or other agreement (in a form and containing provisions reasonably requested by Grantee) from the holder thereof, and Grantor shall fully and promptly cooperate and assist Grantee therewith.

11. No Abandonment or Overburdening. No act or failure to act on the part of Grantee or any other person or entity shall be deemed to constitute an abandonment of the Transmission and Access Easement or any portion thereof, except upon recordation by Grantee of a quitclaim deed specifically conveying Grantee's rights hereunder back to Grantor. Without limiting the generality of the foregoing, nonuse of any portion of the Transmission and Access Easement by Grantee shall not prevent Grantee in the future from using the entire width and scope of the Transmission and Access Easement in the event the same is needed. No use of, transfer or improvement to the any portion of the Easement Premises or Transmission and Access Easement shall, separately or in the aggregate, constitute an overburdening of the Transmission and Access Easement.

12 Notices. All notices, requests, correspondence and other communications required or permitted hereby shall be in writing and shall be considered given (i) when delivered in person, (ii) two (2) days after being delivered to an overnight delivery service, with delivery charges prepaid, addressed to the applicable party at the address given below or (iii) three (3) days after being sent by registered or certified mail, return receipt requested and postage prepaid, addressed to the applicable party at the following address:

Notices to Grantor:

Philip G. Herrera
1373 Tierra Del sol Road
Boulevard, CA 91905
Phone: 619-766-3450

Notices to Grantee:

Tierra Del Sol Solar Farm LLC
c/o Soitec Development LLC
Attn: Dwain Boettcher
16550 Via Esprillo
San Diego, CA 92127
Telephone: 858-746-9000, Ext. 92127

With a Copy To:

Tierra Del Sol Solar Farm LLC
c/o Soitec Development LLC
Attn: Mark Richards
16550 Via Esprillo
San Diego, CA 92127
Telephone: 858-746-9000, Ext. 9063

A party's refusal to accept a delivery under clause (ii) or (iii) above shall be the equivalent of "receipt" hereunder. Either party may, by notice given at any time or from time to time, change its address for receipt of notices hereunder. Notices given before actual receipt of notice of such change shall not be invalidated by the change.

13. Assignment and Encumbrance.

13.1 Grantee and any of its successors and assigns (each, an "Assignee") may, at any time and from time to time, without obtaining Grantor's consent, (i) convey, transfer, assign, license or grant all or any portion of Grantee's or such Assignee's right, title or interest in this Grant, the Transmission and Access Easement and/or the Facilities to any one or more persons and/or entities, including the joint right and use thereof, and/or (ii) hypothecate, mortgage or pledge all or any portion of Grantee's or such Assignee's right, title or interest in the Transmission and Access Easement to any lender or any other person or entity as security for the repayment of any

indebtedness and/or the performance of any obligation (a "Secured Party," whether one or more). Should Grantee or any Assignee mortgage or pledge any of its interest:

(a) Grantee (and any Assignee) will give written notice to Grantor of the identity and address of any Secured Party within thirty (30) days of such mortgage or pledge.

(b) Grantor and Grantee (and any Assignee) will not modify, cancel, or terminate this Grant or the Transmission and Access Easement without the prior written consent of the Secured Party.

(c) The Secured Party shall have the right, but not the obligation: (i) to do any act or thing required to be performed by Grantee or any Assignee under the Transmission and Access Easement or this Grant, and any such act or thing performed by a Secured Party shall be as effective to prevent a default under this Grant as if done by Grantee or such Assignee, itself, and (ii) upon the default of Grantee or such Assignee under Grantee's agreements with the Secured Party, to cure any default under the Grant and continue the Grant with Grantor and assume Grantee's or such Assignee's rights under the Grant.

(d) Upon any default by any Grantee or Assignee under this Grant, Grantor shall concurrently deliver a copy of the applicable notice of default to each Grantee, Assignee and any Secured Party.

(e) Prior to exercising any right under this Grant resulting from a default by Grantee or any Assignee, Grantor shall give any Secured Party the right, and a reasonable amount of time, to cure such default, which period shall not be less than 30 days in accordance with the provisions of Section 14.

(f) Secured Party shall have the right to exercise foreclosure proceedings or a power of sale or other remedy afforded in law or equity or by the security documents, and Grantee's or the applicable Assignee's interest in the easement estate may be transferred, conveyed, or assigned to any purchaser, including Secured Party, at any such foreclosure sale. Secured Party will not be or become liable to Grantor as an assignee of Grantee's or such Assignee's interest in this Transmission and Access Easement or otherwise unless it assumes such liability in writing.

(g) At the request of Grantee, any Assignee or the Secured Party, Grantor shall execute and deliver an acknowledgement, in a form agreeable to Secured Party and Grantee or any applicable Assignee, that Grantee or such Assignee has hypothecated, mortgaged or pledged all or any portion of Grantee's or such Assignee's right, title or interest in the Transmission and Access Easement to the Secured Party and that Secured Party is entitled to all of the rights, benefits, and protections as a Secured Party under this Section 13.

13.2 In the event that Grantee conveys or assigns this Grant, the Transmission and Access Easement and/or the Facilities to one or more other persons and/or entities as tenants in common, then: (i) each such tenant in common (each, including each Grantee, a "Cotenant") shall be entitled to exercise all of the rights and privileges of Grantee hereunder, and without limiting the generality of the foregoing, each Cotenant shall have the right, but not the obligation, to pay any or all amounts due hereunder, and to perform or cause to be performed any other act or thing required of Grantee hereunder, or which may be necessary or appropriate to cure any default hereunder; (ii) if Grantee defaults under this Grant, Grantor shall concurrently deliver a copy of the applicable notice of default to each Cotenant; (iii) Grantor shall cooperate with Grantee to promptly execute any estoppel certificates, consents or other documents that any Cotenant or its lender requests in connection with any transaction that involves this Grant, the Transmission and Access Easement, the Easement Premises, the Property, or any interest therein; and (iv) the Parties shall cooperate in amending this Grant from time to time to include any provision that may reasonably be requested by any Cotenant or its lender for the purpose of implementing the provisions contained in this Grant or of preserving such Cotenant's interest in the Transmission and Access Easement, the Easement Premises, the Property, or hereunder.

14. Remedies. Notwithstanding any rights or remedies which Grantor may otherwise have hereunder, at law or in equity, Grantor shall not (and hereby waives the right to), at any time during the term of the Transmission and Access Easement, commence, prosecute or participate in any action or proceeding in which termination, cancellation, rescission or reformation of this Grant is sought or could be awarded as a remedy; and Grantor shall be limited to seeking and obtaining damages in the event of any failure by Grantee to perform its obligations hereunder. No action or proceeding shall be commenced against Grantee or any Assignee by Grantor unless (a) a material default in the performance of Grantee's or such Assignee's obligations has occurred hereunder, (b) written notice of such default, which sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, has been delivered to Grantee, any Assignee, any Cotenant, and any Secured Party (the "Grantee Parties"), and (c) in the case of a monetary default, such default shall not have been remedied within thirty (30) days after the Grantee Parties receive written notice of such default, or in the case of a non-monetary default, such default shall not have been remedied within sixty (60) days after Grantee Parties receive written notice of such default; provided, however, that in the case of a non-monetary default, if the nature or extent of the obligation or obligations is such that more than sixty (60) days is required, in the exercise of commercially reasonable diligence, for performance of such obligations(s), then the time for completing such cure shall be extended so long as a Grantee Party commences such performance within such sixty (60) day period and thereafter pursues the same toward completion with commercially reasonable diligence.

15. Limitation of Liability. Neither Grantor nor Grantee shall be liable for consequential, incidental, special, punitive, exemplary or indirect damages of any kind or nature, regardless of the form of action, whether in contract, tort or otherwise under this Grant.

16. Cooperation. Grantor shall cooperate with Grantee in giving effect to the purpose and intent of this Grant.

17. Successors and Assigns; Run With the Land. The Easement Premises and the Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in this Grant, which covenants, terms and provisions shall run with the Easement Premises, the Property, and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

18. Legal Matters. This Grant shall be governed by and interpreted in accordance with the laws of the State of California. In the event of any litigation arising under or in connection with this Grant or the Transmission and Access Easement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorneys' fees at trial and on appeal, as determined by the court. Should any provision of this Grant be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding, and the intent of the invalid provision or provisions shall be upheld to the extent lawfully enforceable. This Transmission and Access Easement and Grant shall have perpetual duration as permitted by the terms hereof.

19. Miscellaneous. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. Captions used herein are for convenience of reference only and do not affect the meaning or intent hereof. In the event that this Grant is not executed by one or more of the persons or entities comprising the Grantor herein, or by one or more persons or entities holding an interest in the Easement Premises or the Property, then this Grant shall nonetheless be effective, and shall bind all the undersigned persons and entities. This Grant may be executed in counterparts, all of which shall constitute a single instrument.

20. Counterpart Signature. This Transmission and Access Easement may be signed in counterpart.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Grant on the date of their acknowledgment below to be effective on the Effective Date.

GRANTOR:

**PHILLIP G. HERRERA, A SINGLE
MAN AS HIS SOLE AND SEPARATE
PROPERTY**

By: *Signed in counterpart*
Phillip G. Herrera

GRANTEE:

TIERRA DEL SOL SOLAR FARM LLC
a Delaware limited liability company

By: Soitec Solar Development LLC
a Delaware limited liability company

Its: Sole Member

By: *Clark Crawford*
Clark Crawford


Title: Attorney in Fact

Date: *2/28/13*

IN WITNESS WHEREOF, the Parties have executed this Grant on the date of their acknowledgment below to be effective on the Effective Date.

GRANTOR:

**PHILIP G. HERRERA, A SINGLE
MAN AS HIS SOLE AND SEPARATE
PROPERTY**

By: 
Philip G. Herrera

GRANTEE:

TIERRA DEL SOL SOLAR FARM LLC
a Delaware limited liability company

By: Soitec Solar Development LLC
a Delaware limited liability company
Its: Sole Member

By: 
Clark Crawford

Title: Attorney in Fact

Date: _____

ACKNOWLEDGMENTS

STATE OF CALIFORNIA

}

COUNTY OF San Diego

§ 55.

§ 55.

On February 27, 2013, before me, Sharon K. Dardosze, Notary Public, personally appeared Philip G. Hererra, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

WITNESS my hand and official seal.

(seal)

Signature

Sharon K. Dardatz



EXHIBIT "A"**Property Description**

Real property in the County of San Diego, State of California, described as follows:

THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED MAY 3, 1859.

EXCEPTING THEREFROM THAT PORTION THEREOF LING WITHIN 100 FEET OF THE CENTER LINE OF THE MAIN LINE TRACK OF THE SAN DIEGO AND ARIZONA RAILWAY COMPANY BY DEED RECORDED AUGUST 14, 1918 IN BOOK 761, PAGE 38 OF DEEDS.

APN 658-051-17-00

EXHIBIT "B"**Easement Premises**

A one hundred foot (100') access and transmission easement to be located along the boundary perimeter of the 78.37 acre parcel of land commonly referenced as assessor parcel number 658-051-17-00, located in the County of San Diego, State of California and described, as follows:

Real property in the County of San Diego, State of California, described as follows:

THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED MAY 3, 1859.

EXCEPTING THEREFROM THAT PORTION THEREOF LING WITHIN 100 FEET OF THE CENTER LINE OF THE MAIN LINE TRACK OF THE SAN DIEGO AND ARIZONA RAILWAY COMPANY BY DEED RECORDED AUGUST 14, 1918 IN BOOK 761, PAGE 38 OF DEEDS.

Pursuant to Section 1.4 of the Grant, Grantee shall provide a precise legal description to Grantor upon completion of an ALTA survey.

Policy of Title Insurance



First American

ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or Incurred by the Insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land; and in addition, as to an insured lender only:
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage; said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, First American Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Timothy Kemp
Secretary



SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance: \$433.00

Amount of Insurance: \$70,000.00

Policy Number: 562778

Date of Policy: September 20, 2012 at 8:00 a.m.

1. Name of Insured:

Tierra Del Sol Solar Farm LLC, a Delaware limited liability company, a Delaware limited liability company

2. The estate or interest in the land which is covered by this policy is: An Easement

3. Title to the estate or interest in the land is vested in:

Tierra Del Sol Solar Farm LLC, a Delaware limited liability company, a Delaware limited liability company

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART ONE

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any Lien or right to a lien for services, labor or material not shown by the Public Records.

SCHEDULE B
(Continued)

PART TWO

1. General and special taxes and assessments for the fiscal year 2013-2014, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2012-13.

First Installment: \$792.36, PAID
Penalty: \$0
Second Installment: \$792.36, OPEN
Penalty: \$89.24
Tax Rate Area: 91052
A. P. No.: 658-051-17-00

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

4. An easement for public road and incidental purposes, recorded August 31, 1948 as Book 2931, Page 490 of Official Records.

In Favor of: County of San Diego
Affects: as described therein

Said instrument additionally contains the privilege and right to extend drainage structures and excavation and embankment slopes beyond the limits of the above described right of way where required for the construction and maintenance thereof.

5. An easement for poles, wires and incidental purposes, recorded March 31, 1971 as Instrument No. 62451 of Official Records.

In Favor of: Mountain Empire Electric Cooperative, Inc.
Affects: as described therein

The location of the easement cannot be determined from record information.

6. An easement for public utilities, ingress, egress and incidental purposes, recorded May 16, 1989 as Instrument No. 89-257821 of Official Records.

In Favor of: San Diego Gas & Electric Company
Affects: as described therein

7. Notice of Manufactured Home, (Mobilehome), or Commercial Coach, installation on a foundation system, recorded May 18, 1989 as Instrument No. 89-262150 of Official Records.

8. A declaration of homestead executed by Philip George Herrera, recorded July 14, 2000 as Instrument No. 2000-0372273 of Official Records.

9. A Deed of Trust to secure an original indebtedness of \$194,321.00 recorded October 03, 2003 as Instrument No. 2003-1219750 and re-recorded August 01, 2005 as Instrument No. 2005-0651179, both of Official Records.

Dated: September 23, 2003
Trustor: Philip G. Herrera and Beatriz M. Herrera, husband and wife
Trustee: First American Title
Beneficiary: ABN AMRO Mortgage Group, Inc.

10. Water rights, claims or title to water, whether or not shown by the public records.
11. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
12. Rights of parties in possession.
13. The terms, provisions, covenants and conditions as contained in that certain "Grant of Transmission and Access Easement," recorded March 1, 2013, as Instrument No. 2013-0134601 of Official Records.

SCHEDULE C

The land referred to in this policy is described as follows:

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

A FACILITIES EASEMENT FOR TRANSMISSION AND ACCESS IN, UPON, OVER, ACROSS, ALONG AND ABOVE THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED MAY 3, 1859.

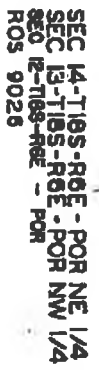
EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN 100 FEET OF THE CENTER LINE OF THE MAIN LINE TRACK OF THE SAN DIEGO AND ARIZONA RAILWAY COMPANY BY DEED RECORDED AUGUST 14, 1918 IN BOOK 761, PAGE 38 OF DEEDS.

APN: 658-051-17-00



15-12-25 N.H.

051	6-23	1-8	75	1009
051	3-4			
051	1-2	19-12	95	2577
051	2	B-4	95	1181
051	17		95	1043



SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 6666, PAGE 66, MAPED FOR ASSESSMENT PURPOSES ONLY
SHT 2 OF 2

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the land;
 - (ii) the character, dimensions or location of any improvement now or hereafter erected on the land;
 - (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or
 - (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes
 - (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12 (c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any such successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land;
 - (ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;
 - (iii) the parties designated in Section 2 (a) of these Conditions and Stipulations.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "insured lender": the owner of an insured mortgage.
- (d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.
- (e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (f) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

- (a) **After Acquisition of Title:** If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of
 - (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage;
 - (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly owned subsidiary of the insured corporation and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and
 - (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.
- (b) **After Conveyance of Title:** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the

Insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the Insured of either

(i) an estate or interest in the land, or

(ii) an indebtedness secured by a purchase money mortgage given to an Insured.

(c) **Amount of Insurance:** The amount of Insurance after the acquisition or after the conveyance by an Insured lender shall in neither event exceed the least of:

(i) The amount of Insurance stated in Schedule A;

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its Insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing

(i) in case of any litigation as set forth in Section 4 (a) below,

(ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or

(iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid

(i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and

(ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) to Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the Indebtedness secured by the Insured mortgage, to purchase the Indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the Indebtedness as herein provided, the owner of the Indebtedness shall transfer, assign, and convey the Indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the Insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an Insured Lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the Insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall in no case exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the Insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for:

(i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or

(ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant the Company shall be subrogated

- (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and
- (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY.

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 1 First American Way, Santa Ana, CA 92707 or to the office which issued this policy.



County of San Diego, Planning & Development Services
**APPLICANT'S DISCLOSURE OF
OWNERSHIP INTERESTS ON
APPLICATION FOR ZONING PERMITS/
APPROVALS**
ZONING DIVISION

Record ID(s) _____ MUP 3300-12-010

Assessor's Parcel Number(s) 658-090-17-00

Ordinance No. 4544 (N.S.) requires that the following information must be disclosed at the time of filing of this discretionary permit. The application shall be signed by all owners of the property subject to the application or the authorized agent(s) of the owner(s), pursuant to Section 7017 of the Zoning Ordinance. **NOTE:** Attach additional pages if necessary.

A. List the names of all persons having any *ownership interest* in the property involved.

William M. Davis II

B. If any person identified pursuant to (A) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

C. If any person identified pursuant to (A) above is a non-profit organization or a trust, list the names of any persons serving as director of the non-profit organization or as trustee or beneficiary or trustor of the trust.

NOTE: Section 1127 of The Zoning Ordinance defines Person as: "Any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver syndicate, this and any other county, city and county, city, municipality, district or other political subdivision, or any other group or combination acting as a unit."

Tierra Del Sol Solar Farm LLC

By: Clark Crawford

Signature of Applicant

Clark Crawford, Attorney In Fact

Print Name

March 27, 2013

Date

5510 OVERLAND AVE, SUITE 110, SAN DIEGO, CA 92123 • (858) 565-5981 • (888) 267-8770

<http://www.sdcountry.ca.gov/pds>





NOV 05, 2012 8:00 AM 2079

Recording Requested By:
First American Title - NCS
Energy Group

When recorded mail to:

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 29.00

PAGES: 5

Tierra Del Sol Solar Farm LLC
c/o Soitec Development LLC
Attn: Sharon Nardoza
16550 Via Esprillo,
San Diego, CA 92127



13
SP
1-11-12
PT. 12M

Space above this line for recorder's use only

MEMORANDUM OF TRANSMISSION EASEMENT OPTION

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION (this "Memorandum") is made and entered into on September 14, 2012, by and between **WILLIAM M. DAVIS II**, an unmarried man ("Owner"), and **TIERRA DEL SOL SOLAR FARM LLC**, a Delaware limited liability company ("Optionee").

A. Owner is the owner of certain real property situated in San Diego County, California, more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property").

B. Owner and Optionee have entered into that certain Transmission Easement Option (the "Option Agreement") dated as of the date hereof, pursuant to which Owner has granted an option ("Option") to Optionee to purchase a underground transmission and access easement across the Property for purposes of transmission and access, subject to the terms and conditions as set forth in the Option Agreement. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Option Agreement.

C. Owner and Optionee desire to execute this Memorandum and cause the same to be recorded in the Official Records of San Diego County, California for the purpose of memorializing the Option Agreement and to provide third parties with notice of the Option Agreement.

NOW, THEREFORE, in consideration of these premises and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Optionee do hereby agree as follows:

1. Owner hereby grants to Optionee an Option to purchase an easement for transmission and incidental purposes on the Property, which transmission easement shall be located approximately as shown on Exhibit A-1 to the Option Agreement, provided that the Option and Optionee's rights hereunder are subject to all of the terms and conditions set forth in the Option Agreement.

This document is being processed for recording by First American Title as an accommodation only. Said document has not been reviewed for accuracy, execution, or impact on title.

2. The term of the Option ("Initial Term") shall commence on September 14, 2012, and shall continue for twenty-four (24) months until September 13, 2014. Optionee shall have the right, but not the obligation, to extend the Initial Term of the Option Agreement for a consecutive additional twenty four (24) month period ("Option Extension Period"). The Option Extension Period shall commence at the end of the Initial Term.

3. The Option Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Owner and Optionee. The Option Agreement shall run with the land and shall be binding upon any transferee or purchaser of the Property by Owner.

4. All of its terms, covenant and conditions of the Option Agreement are incorporated herein by reference. This Memorandum may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

OWNER:**WILLIAM M. DAVIS II**By: 

William M. Davis II

OPTIONEE:**TIERRA DEL SOL SOLAR FARM, LLC**
a Delaware limited liability companyBy: Soitec Solar Development LLC
a Delaware limited liability company

Its: Sole Member

By: Clark Crawford
Attorney In Fact

State of California County of SAN DIEGO) ss.
On SEPT. 14, 2012 before me Rickey L. Roles, Notary Public,
personally appeared WILLIAM M. DAVIS II
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument. I certify under PENALTY OF PERJURY
under the laws of the State of California that the foregoing paragraph is
true and correct. WITNESS my hand and official seal.



EXHIBIT "A"

2082

PROPERTY DESCRIPTION

Real property in the County of San Diego, State of California, described as follows:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, BEING ALSO A PORTION OF TRACT 46, AS SHOWN ON THE INDEPENDENT RESURVEY OF SECTIONS 1, 2, 3, 10, 12, 13 AND 15, TOWNSHIP 18 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, APPROVED APRIL 10, 1923, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER TRACT 46; THENCE WEST 575 FEET; THENCE NORTH 800 FEET; THENCE EAST 575 TO THE EAST BOUNDARY OF TRACT 46; THENCE SOUTH EIGHT HUNDRED FEET TO THE SOUTHEAST CORNER OF TRACT 46 TO THE POINT OF BEGINNING.

APN: 658-090-17-00

2083

STATE OF CALIFORNIA }
COUNTY OF San Diego } ss.

On September 19, 2012, before me, Sharon K. Nardozza, Notary Public, personally appeared Clark Crawford, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

WITNESS my hand and official seal.

Signature Sharon K. Nardozza

(seal)





**First American Title Insurance Company
National Commercial Services**

**4380 La Jolla Village Dr., Suite 110
San Diego, CA 92122**

September 19, 2012

Sharon Nardozza
Soitec Solar Inc.
4250 Executive Square, Suite 770
La Jolla, CA 92037
Phone: (858)652-4434
Fax:

Customer Reference: William Davis II

Title Officer: Robyn Teates
Phone: (858)410-3900
Fax No.:
E-Mail: RTeates@firstam.com

Buyer: To Be Determined

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of September 14, 2012 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

Prelim

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

William M. Davis, II, an unmarried man

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Rights of the public in and to that portion of the land lying within public roads and highways.
4. An easement for public highway and incidental purposes, recorded May 6, 1949 as Book 3195, Page 161 of Official Records.
In Favor of: the County of San Diego
Affects: The East 25 feet of said East half of Tract 46 (East half of Northwest Quarter of Section 13)
5. An easement for public highway and incidental purposes, recorded July 19, 1949 as Book 3261, Page 351 of Official Records.
In Favor of: The County of San Diego
Affects: as described therein
6. An easement for an electric transmission or distribution line or system and incidental purposes, recorded April 19, 1971 as Instrument No. 76903 of Official Records.
In Favor of: Mountain Empire Electric Cooperative, Inc., a California Corporation
Affects: as described therein

The location of the easement cannot be determined from record information.

7. A Deed of Trust to secure an original indebtedness of \$65,000.00 recorded September 26, 2003 as Instrument No. 2003-1190002 of Official Records.
Dated: September 16, 2003
Trustor: William M. David II, an unmarried man
Trustee: Superior Escrow Service, Inc., a California corporation
Beneficiary: Robert E. Jones and Esther M. Jones, husband and wife as joint tenants
8. Statements of information from all parties to the transaction.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
11. Rights of parties in possession.

INFORMATIONAL NOTES

1. Taxes for proration purposes only for the fiscal year 2011-2012.
First Installment: \$394.33, PAIDWPEN
Second Installment: \$394.33, PAID
Tax Rate Area: 91052
APN: 658-090-17-00
2. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 3. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
 1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendment;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - D. WITH RESPECT TO A GENERAL PARTNERSHIP:
 1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-1), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
 - E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
 1. A copy of its operating agreement and any amendments thereto;
 2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1)

and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;

3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

******To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.******

LEGAL DESCRIPTION

Real property in the City of , County of San Diego, State of California, described as follows:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, BEING ALSO A PORTION OF TRACT 46, AS SHOWN ON THE INDEPENDENT RESURVEY OF SECTIONS 1, 2, 3, 10, 12, 13 AND 15, TOWNSHIP 18 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, APPROVED APRIL 10, 1923, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER TRACT 46; THENCE WEST 575 FEET; THENCE NORTH 800 FEET; THENCE EAST 575 TO THE EAST BOUNDARY OF TRACT 46; THENCE SOUTH EIGHT HUNDRED FEET TO THE SOUTHEAST CORNER OF TRACT 46 TO THE POINT OF BEGINNING.

APN: 658-090-17-00

The First American Corporation

First American Title Company

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building; (d) improvements on the Land;
 - (b) zoning; (e) land division; and
 - (c) land use; (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
 This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



County of San Diego, Planning & Development Services
**APPLICANT'S DISCLOSURE OF
OWNERSHIP INTERESTS ON
APPLICATION FOR ZONING PERMITS/
APPROVALS**
ZONING DIVISION

Record ID(s) MUP 3300-12-010

Assessor's Parcel Number(s) 658-051-07-00

Ordinance No. 4544 (N.S.) requires that the following information must be disclosed at the time of filing of this discretionary permit. The application shall be signed by all owners of the property subject to the application or the authorized agent(s) of the owner(s), pursuant to Section 7017 of the Zoning Ordinance. **NOTE:** Attach additional pages if necessary.

A. List the names of all persons having any *ownership interest* in the property involved.

Contasti Living Trust, revocable trust

dated August 31, 1983

B. If any person identified pursuant to (A) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

C. If any person identified pursuant to (A) above is a non-profit organization or a trust, list the names of any persons serving as director of the non-profit organization or as trustee or beneficiary or trustor of the trust.

Joseph F. Contasti, Trustee

Austra Contasti, Trustee

NOTE: Section 1127 of The Zoning Ordinance defines Person as: "Any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver syndicate, this and any other county, city and county, city, municipality, district or other political subdivision, or any other group or combination acting as a unit."

Tierra Del Sol Solar Farm LLC

By: Soitec Solar Development LLC

Clark Crawford
Signature of Applicant

Clark Crawford, Attorney In Fact

Clark Crawford
Print Name

March 27, 2013

March 27, 2013
Date

5510 OVERLAND AVE, SUITE 110, SAN DIEGO, CA 92123 • (858) 565-5981 • (888) 267-8770

<http://www.sdcountry.ca.gov/pds>



Recording Requested by
First American Title

DOC # 2013-0031436



Recorded at the request of ~~ana~~
When recorded mail to:

JAN 16, 2013 8:00 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 55.00
OC: NA

6485

PAGES: 14



86
14P
OCNA
CON
Tierra Del Sol Solar Farm LLC
c/o Soitec Solar Development LLC
Attn: Sharon Nardoza
16550 Via Esprillo
San Diego, CA 92127

APN# 658-051-07-00

Space above this line for Recorder's use only

GRANT OF TRANSMISSION AND ACCESS EASEMENT

JOSEPH F. CONTASTI AND AUSTRA CONTASTI, TRUSTEES OR THEIR SUCCESSORS, IN TRUST, U/D/T DATED AUGUST 31, 1983 (REVOCABLE LIVING TRUST) FOR THE BENEFIT OF THE CONTASTI LIVING TRUST ("Grantor") is the owner of certain real property situated in the County of San Diego, State of California, more particularly described in Exhibit "A," attached hereto and incorporated herein, which is commonly referred to as Assessor's Parcel Number 658-051-07 (the "**Property**") and **TIERRA DEL SOL SOLAR FARM LLC**, a Delaware limited liability company ("**Grantee**") is developing a solar electric generating facility ("**Project**") on land near Grantor's Property.

Whereas Grantee desires to obtain a transmission easement and access and right-of-way on a portion of that certain Property owned by Grantor in San Diego County, State of California as described on Exhibit "B" attached hereto and made a part hereof (the "**Easement Premises**") pursuant to the terms contained herein.

DOCUMENTARY TRANSFER TAX \$ 0.00

1. Grant. For value received, Grantor hereby irrevocably and unconditionally grants and conveys to Grantee, the following easement for transmission and access rights-of-way (collectively, the "**Transmission and Access Easement**") in accordance with the following facts and circumstances as of the date last signed by any of the Parties (the "**Effective Date**"):

1.1 A perpetual easement for access and transmission (the "**Transmission Easement**"), for the following purposes and activities: surveying and assessing the Easement Premises for suitability for its intended purpose, accessing, constructing, reconstructing, erecting, installing, improving, rebuilding, upgrading, enlarging, replacing, relocating and removing from time to time, and maintaining, repairing, using, operating, and accessing (i) control, communications, electrical power transmission, distribution and collection facilities, including without limitation, transformers, interconnection and switching facilities, insulators, braces, vaults, cabinets, conduit, fiber, cables, wires and other conductors, (ii) control, communications, data and radio relay systems, including without limitation, conduit, fiber, cables and wires, (iii) temporary staging and laydown areas in connection with construction, operation and/or

maintenance of the foregoing, (v) any related improvements, facilities, structures, fixtures, appurtenances, accessories, appliances, machinery, materials or equipment in connection with construction, operation and/or maintenance of the foregoing.

1.2 A perpetual easement (the "**Access Easement**") in, upon, over, across, along, above and under the Easement Premises for the purpose of access, ingress and egress to and from the Easement Premises, Project and the Transmission Easement for purposes including grading and site preparation and construction, improving, rebuilding, upgrading, relocating, from time to time, and maintaining, repairing, using and operating roads, gates, and fences comprising and or related to the Easement Premises, Project and the Transmission Easement and the right of access, ingress and egress upon, on, over, along and across the access roads as may be necessary for delivery of electrical power from the Project, Easement Premises and Transmission Easement to the transmission grid system.

1.3 The Transmission Easement and Access Easement taken together with their respective improvements shall collectively be referred to as the "**Facilities**".

1.4 The parties hereto agree that upon completion of any necessary surveys or permits and/or completion of construction of the Facilities, Grantee may reasonably amend the legal description of the Easement Premises attached to this Grant of Transmission and Access Easement (this "**Grant**") and Grantor agrees to execute such amendment and record a memorandum thereof to reflect the final location of the Easement Premises.

2. Included Rights. The Transmission and Access Easement includes, without limitation: (i) the right of access, ingress and egress upon, on, over, along and across the Property to and from the Project and/or the Facilities; (ii) the obligation of Grantee to maintain the access drive to fire protection standards; (iii) the right to keep the Easement Premises and adjacent lands clear of all brush, trees, timber, structures and other hazards which might endanger the Facilities or impede Grantee's activities and (iii) the right to conduct any and all inspections of and studies, collection of data and surveys on the Easement Premises that Grantee deems appropriate for the permitting, construction, financing, and long-term operation of the Project and/or the Facilities.

3. No Interference; Reservation of Rights In Grantor. At no time shall Grantor interfere with or permit any other party to interfere with the surveying, permitting, construction, operation or financing of the Project and/or Facilities or the exercise of Grantee's rights under this Grant, nor will Grantor grant any other party any rights that would interfere with the surveying, permitting, construction, operation or financing of the Facilities or the Project or the exercise of Grantee's rights under this Grant; and, without limiting the generality of the foregoing, Grantor shall not (i) light any fires within the Easement Premises or (ii) place or store any flammable materials or undertake any activities (other than growing agricultural crops) within one hundred (100) feet of the Project or any Facilities, or (iii) construct or permit to be constructed any house, structure, reservoir, or other improvement (other than a fence or road, subject to Grantee's approval not to be unreasonably withheld, conditioned or delayed) within the Easement Premises or (iv) penetrate within the Easement Premises inside the perimeter of the

Transmission Easement and/or in violation of any security measures of Grantee Subject to the foregoing limitations and the other rights of Grantee under this Grant, Grantor hereby reserves to itself, its successors and assigns, the full lawful use and enjoyment of the Easement Premises.

4. Insurance. Grantee shall, at its expense, maintain a broad form comprehensive coverage policy of public liability insurance insuring both Parties (i.e., with Grantor being added to the policy as an additional insured) against loss or liability caused by Grantee's occupation and use of the Easement Premises under this Grant, in an amount not less than Two Million U.S. Dollars (\$2,000,000) of combined single limit liability coverage per occurrence, accident or incident.

5. Use of Roads and Gates. Grantee shall have the right to use such gates and roads from time to time existing on the Easement Premises and installed by Grantee in accordance with Section 3, provided that Grantee shall exercise reasonable care to ensure that no damage or maintenance requirements arises from such use by Grantee. Any damage caused or maintenance required as a result of such use by Grantee shall be promptly repaired by Grantee subject to Grantor's reasonable approval. Grantee shall otherwise have the sole obligation to maintain any roads contained on the Easement Premises to fire standards at Grantee's cost throughout the term of the Transmission and Access Easement. In the event that Grantor installs locks on any gate accessing the Easement Premises from a public access point or from a point within the Property, Grantor shall furnish Grantee with such number of keys thereto as Grantee may reasonably request, or the combination to any combination lock, as applicable. Similarly, if Grantee locks any gate which Grantor is authorized to use on the Property, Grantee shall furnish Grantor with such number of keys thereto as Grantor may reasonably request, or the combination to any combination lock, as applicable.

6. Permitting. Grantee may take any and all actions that Grantee deems necessary or appropriate to effectuate a change of zoning, or to obtain permits, for Grantee's use of and Facilities on the Easement Premises. Grantor shall cooperate with Grantee in Grantee's efforts to effectuate the zoning and/or permitting of the Easement Premises (including, but not limited to, execution and return of any required documentation to Grantee within fifteen (15) days after Grantor's receipt thereof) without additional remuneration to Grantor; provided, however, that all costs and expenses of obtaining such zoning change and permits shall be borne by Grantee.

7. Ownership and Removal of the Facilities. Grantor shall have no ownership or other interest in any Facilities installed by Grantee on the Transmission and Access Easement, and Grantee may remove any or all such Facilities at any time or from time to time. Without limiting the generality of the foregoing, Grantor hereby (i) waives any statutory or common law lien that it might otherwise have in or to the Facilities and (ii) acknowledges and agrees that it does not and will not have any interest in any energy transmitted thereby.

8. Taxes. Grantee shall pay (i) any taxes on the Facilities and (ii) any increase in real property taxes levied against the Easement Premises as a result of the Transmission and Access Easement. Grantee shall not be liable for taxes attributable to facilities or improvements installed by Grantor or others on the Easement Premises or on the Property, or to the underlying value of the Easement Premises or the Property itself and Grantor shall pay when due all real

property taxes and assessments levied against the Property Grantee shall use commercially reasonable efforts in working with the applicable taxing authority to have the Transmission and Access Easement and the Facilities assessed separately from the Easement Premises. Grantor shall promptly forward to Grantee any tax bill relating to the Easement Premises pursuant to this Section 8.

9. Indemnity; Security Measures.

(a) Grantee shall indemnify Grantor against liability for physical damage to the Easement Premises and for physical injuries or death to Grantor, Grantor's property or the public, to the extent caused by Grantee's construction, operation or removal of the Facilities on the Easement Premises or the Property other than to the extent resulting from the activities and/or negligence of Grantor or its employees, agents or invitees. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Grantor's loss of use of the portion of the Transmission and Access Easement Premises utilized by Grantee pursuant to the Transmission and Access Easement, nor loss, removal, or relocation of, crops, trees, grass, roads, fence or other matters resulting from the construction, installation and operation of the Facilities on or under the Transmission and Access Easement Premises as contemplated and permitted pursuant to this Grant.

(b) Grantor shall indemnify Grantee against liability for physical damage to the Transmission and Access Easement Premises and/or the Facilities and for physical injuries or death to Grantee or the public, to the extent caused by Grantor's activities of Grantor's agents or assignees' activities on the Property other than to the extent resulting from the gross negligence or willful misconduct of Grantee or its employees, agents or invitees.

10. Liens and Encumbrances. Grantor hereby represents and warrants to Grantee that to Grantor's knowledge, neither the Easement Premises nor the Property is encumbered by any liens or encumbrances that could reasonably be expected to limit or otherwise adversely affect Grantee's rights hereunder, nor will Grantor take any steps that could result in such encumbrance that could reasonably be expected to limit or otherwise adversely affect Grantee's rights hereunder. If at any time such a lien or encumbrance should be discovered against or attached to the Easement Premises or the Property, then, without limiting the rights or remedies of Grantee therefor, Grantee shall be entitled to obtain a subordination, non-disturbance agreement, consent or other agreement (in a form and containing provisions reasonably requested by Grantee) from the holder thereof, and Grantor shall fully and promptly cooperate and assist Grantee therewith.

11. No Abandonment or Overburdening. No act or failure to act on the part of Grantee or any other person or entity shall be deemed to constitute an abandonment of the Transmission and Access Easement or any portion thereof, except upon recordation by Grantee of a quitclaim deed specifically conveying Grantee's rights hereunder back to Grantor. Without limiting the generality of the foregoing, nonuse of any portion of the Transmission and Access Easement by Grantee shall not prevent Grantee in the future from using the entire width and scope of the Transmission and Access Easement in the event the same is needed. No use of, transfer or improvement to the any portion of the Easement Premises or Transmission and

Access Easement shall, separately or in the aggregate, constitute an overburdening of the Transmission and Access Easement.

12 Notices. All notices, requests, correspondence and other communications required or permitted hereby shall be in writing and shall be considered given (i) when delivered in person, (ii) two (2) days after being delivered to an overnight delivery service, with delivery charges prepaid, addressed to the applicable party at the address given below or (iii) three (3) days after being sent by registered or certified mail, return receipt requested and postage prepaid, addressed to the applicable party at the following address:

Notices to Grantor:	Joseph F. Contasti and Austra Contasti Trustees U/D/T dated August 31, 1983 (Revocable Living Trust) 9763 Flinn Springs Road El Cajon, CA 92021 Telephone: 619-561-8820
---------------------	--

Notices to Grantee:	<hr/> Tierra Del Sol Solar Farm LLC <hr/> c/o Soitec Development LLC Attn: Dwain Boettcher 16550 Via Esprillo San Diego, CA 92127 Telephone: 858-746-9000, Ext. 9034
---------------------	---

With a Copy To:	<hr/> Tierra Del Sol Solar Farm LLC <hr/> c/o Soitec Development LLC Attn: Mark Richards 16550 Via Esprillo San Diego, CA 92127 Telephone: 858-746-9000, Ext. 9063
-----------------	---

A party's refusal to accept a delivery under clause (ii) or (iii) above shall be the equivalent of "receipt" hereunder. Either party may, by notice given at any time or from time to time, change its address for receipt of notices hereunder. Notices given before actual receipt of notice of such change shall not be invalidated by the change.

13. Assignment and Encumbrance.

13.1 Grantee and any of its successors and assigns (each, an "Assignee") may, at any time and from time to time, without obtaining Grantor's consent,

(i) convey, transfer, assign, license or grant all or any portion of Grantee's or such Assignee's right, title or interest in this Grant, the Transmission and Access Easement and/or the Facilities to any one or more persons and/or entities, including the joint right and use thereof, and/or (ii) hypothecate, mortgage or pledge all or any portion of Grantee's or such Assignee's right, title or interest in the Transmission and Access Easement to any lender or any other person or entity as security for the repayment of any indebtedness and/or the performance of any obligation (a "Secured Party," whether one or more). Should Grantee or any Assignee mortgage or pledge any of its interest:

(a) Grantee (and any Assignee) will give written notice to Grantor of the identity and address of any Secured Party within thirty (30) days of such mortgage or pledge.

(b) Grantor and Grantee (and any Assignee) will not modify, cancel, or terminate this Grant or the Transmission and Access Easement without the prior written consent of the Secured Party.

(c) The Secured Party shall have the right, but not the obligation: (i) to do any act or thing required to be performed by Grantee or any Assignee under the Transmission and Access Easement or this Grant, and any such act or thing performed by a Secured Party shall be as effective to prevent a default under this Grant as if done by Grantee or such Assignee, itself, and (ii) upon the default of Grantee or such Assignee under Grantee's agreements with the Secured Party, to cure any default under the Grant and continue the Grant with Grantor and assume Grantee's or such Assignee's rights under the Grant.

(d) Upon any default by any Grantee or Assignee under this Grant, Grantor shall concurrently deliver a copy of the applicable notice of default to each Grantee, Assignee and any Secured Party.

(e) Prior to exercising any right under this Grant resulting from a default by Grantee or any Assignee, Grantor shall give any Secured Party the right, and a reasonable amount of time, to cure such default, which period shall not be less than 30 days in accordance with the provisions of Section 14.

(f) Secured Party shall have the right to exercise foreclosure proceedings or a power of sale or other remedy afforded in law or equity or by the security documents, and Grantee's or the applicable Assignee's interest in the easement estate may be transferred, conveyed, or assigned to any purchaser, including Secured Party, at any such foreclosure sale. Secured Party will not be or become liable to Grantor as an assignee of Grantee's or such Assignee's interest in this Transmission and Access Easement or otherwise unless it assumes such liability in writing.

(g) At the request of Grantee, any Assignee or the Secured Party, Grantor shall execute and deliver an acknowledgement, in a form agreeable to Secured Party and Grantee or any applicable Assignee, that Grantee or such Assignee has hypothecated,

mortgaged or pledged all or any portion of Grantee's or such Assignee's right, title or interest in the Transmission and Access Easement to the Secured Party and that Secured Party is entitled to all of the rights, benefits, and protections as a Secured Party under this Section 13.

13.2 In the event that Grantee conveys or assigns this Grant, the Transmission and Access Easement and/or the Facilities to one or more other persons and/or entities as tenants in common, then: (i) each such tenant in common (each, including each Grantee, a "Cotenant") shall be entitled to exercise all of the rights and privileges of Grantee hereunder, and without limiting the generality of the foregoing, each Cotenant shall have the right, but not the obligation, to pay any or all amounts due hereunder, and to perform or cause to be performed any other act or thing required of Grantee hereunder, or which may be necessary or appropriate to cure any default hereunder; (ii) if Grantee defaults under this Grant, Grantor shall concurrently deliver a copy of the applicable notice of default to each Cotenant; (iii) Grantor shall cooperate with Grantee to promptly execute any estoppel certificates, consents or other documents that any Cotenant or its lender requests in connection with any transaction that involves this Grant, the Transmission and Access Easement, the Easement Premises, the Property, or any interest therein; and (iv) the Parties shall cooperate in amending this Grant from time to time to include any provision that may reasonably be requested by any Cotenant or its lender for the purpose of implementing the provisions contained in this Grant or of preserving such Cotenant's interest in the Transmission and Access Easement, the Easement Premises, the Property, or hereunder.

14. Remedies. Notwithstanding any rights or remedies which Grantor may otherwise have hereunder, at law or in equity, Grantor shall not (and hereby waives the right to), at any time during the term of the Transmission and Access Easement, commence, prosecute or participate in any action or proceeding in which termination, cancellation, rescission or reformation of this Grant is sought or could be awarded as a remedy; and Grantor shall be limited to seeking and obtaining damages in the event of any failure by Grantee to perform its obligations hereunder. No action or proceeding shall be commenced against Grantee or any Assignee by Grantor unless (a) a material default in the performance of Grantee's or such Assignee's obligations has occurred hereunder, (b) written notice of such default, which sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, has been delivered to Grantee, any Assignee, any Cotenant, and any Secured Party (the "Grantee Parties"), and (c) in the case of a monetary default, such default shall not have been remedied within thirty (30) days after the Grantee Parties receive written notice of such default, or in the case of a non-monetary default, such default shall not have been remedied within sixty (60) days after Grantee Parties receive written notice of such default; provided, however, that in the case of a non-monetary default, if the nature or extent of the obligation or obligations is such that more than sixty (60) days is required, in the exercise of commercially reasonable diligence, for performance of such obligations(s), then the time for completing such cure shall be extended so long as a Grantee Party commences such performance within such sixty (60) day period and thereafter pursues the same toward completion with commercially reasonable diligence.

15. Limitation of Liability. Neither Grantor nor Grantee shall be liable for consequential, incidental, special, punitive, exemplary or indirect damages of any kind or nature, regardless of the form of action, whether in contract, tort or otherwise under this Grant.

16. Cooperation. Grantor shall cooperate with Grantee in giving effect to the purpose and intent of this Grant.

17. Successors and Assigns; Run With the Land. The Easement Premises and the Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in this Grant, which covenants, terms and provisions shall run with the Easement Premises, the Property, and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

18. Legal Matters. This Grant shall be governed by and interpreted in accordance with the laws of the State of California. In the event of any litigation arising under or in connection with this Grant or the Transmission and Access Easement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorneys' fees at trial and on appeal, as determined by the court. Should any provision of this Grant be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding, and the intent of the invalid provision or provisions shall be upheld to the extent lawfully enforceable. This Transmission and Access Easement and Grant shall have perpetual duration as permitted by the terms hereof.

19. Miscellaneous. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. Captions used herein are for convenience of reference only and do not affect the meaning or intent hereof. In the event that this Grant is not executed by one or more of the persons or entities comprising the Grantor herein, or by one or more persons or entities holding an interest in the Easement Premises or the Property, then this Grant shall nonetheless be effective, and shall bind all the undersigned persons and entities. This Grant may be executed in counterparts, all of which shall constitute a single instrument.

20. Counterpart Signature. This Transmission and Access Easement may be signed in counterpart.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Grant on the date of their acknowledgment below to be effective on the Effective Date.

GRANTOR:

**JOSEPH F. CONTASTI AND
AUSTRA CONTASTI TRUSTEES U/D/T
DATED AUGUST 31, 1983
FBO THE CONSTASTI LIVING TRUST**

By: Joseph F. Contasti
Joseph F. Contasti
Title: Trustee January 11, 2013

By: Austra Contasti
Austra Contasti
Title: Trustee January 11, 2013

GRANTEE:

TIERRA DEL SOL SOLAR FARM LLC
a Delaware limited liability company

By: Soitec Solar Development LLC
a Delaware limited liability company
Its: Sole Member

By: Clark Crawford
Clark Crawford

Title: Attorney in Fact

Date: 1/14/13

EXHIBIT "A"**Property Description**

Real property in the County of San Diego, State of California, described as follows:

TRACT 44 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 6 EAST, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO UNITED STATES GOVERNMENT INDEPENDENT RESURVEY OF FRACTIONAL TOWNSHIP 18 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, APPROVED APRIL 10, 1923.

EXCEPT THOSE PORTIONS OF SAID LAND LYING WITHIN THE BOUNDARIES OF THE RIGHT OF WAY OF THE SAN DIEGO AND ARIZONA RAILWAY COMPANY

APN: 658-051-07-00

EXHIBIT "B"**Easement Premises**

A one hundred foot (100') access and transmission easement to be located along the boundary perimeter of the 78.37 acre parcel of land commonly referenced as assessor parcel number 658-051-07-00, located in the County of San Diego, State of California and described, as follows:

TRACT 44 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 6 EAST, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO UNITED STATES GOVERNMENT INDEPENDENT RESURVEY OF FRACTIONAL TOWNSHIP 18 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, APPROVED APRIL 10, 1923.

EXCEPT THOSE PORTIONS OF SAID LAND LYING WITHIN THE BOUNDARIES OF THE RIGHT OF WAY OF THE SAN DIEGO AND ARIZONA RAILWAY COMPANY

Pursuant to Section 1.4 of the Grant, Grantee shall provide a precise legal description to Grantor upon completion of an ALTA survey.

ACKNOWLEDGMENTS

STATE OF CALIFORNIA }

COUNTY OF San Diego } ss.

On January 11, 2013, before me, Sharon K. Nardozza, Notary Public, personally appeared Joseph F. Contasti, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

WITNESS my hand and official seal.

(seal)

Signature

Sharon K. Nardozza

STATE OF CALIFORNIA }
COUNTY OF San Diego } ss.

On January 11, 2013 before me, Sharon K. Nardoza, Notary Public, personally appeared Austra Contasti, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

WITNESS my hand and official seal.

(seal)

Signature

Sharon K. Nardoza



STATE OF CALIFORNIA }
COUNTY OF San Diego } ss.

On January 14, 2013, before me, Sharon K. Dardozze, Notary Public, personally appeared Clark Crawford, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

WITNESS my hand and official seal.

(seal)

Signature Sharon K. Nardoz





**First American Title Insurance Company
National Commercial Services**

**4380 La Jolla Village Dr., Suite 110
San Diego, CA 92122**

September 25, 2012

Sharon Nardoza
Soitec Solar Inc.
4250 Executive Square, Suite 770
La Jolla, CA 92037
Phone: (858)652-4434
Fax:

Customer Reference: Contasti / 658-051-07

Title Officer: Roy Provence
Phone: (858)410-3900
Fax No.: (877)461-2094
E-Mail: rprovence@firstam.com

Buyer: To Be Determined

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

First American Title Insurance Company

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of September 20, 2012 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

Prelim

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Joseph F. Contasti and Austra Contasti, Trustees U/D/T dated August 31, 1983 (Revocable Living Trust)

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement for public utilities and incidental purposes, recorded March 2, 1972 as Instrument No. 50987 of Official Records.
In Favor of: San Diego Gas & Electric Company, a corporation
Affects: as described therein
4. An easement for public utilities and incidental purposes, recorded October 20, 1995 as Instrument No. 1995-0474336 of Official Records.
In Favor of: San Diego Gas & Electric Company, a corporation
Affects: as described therein

The location of the easement cannot be determined from record information.

The effect of a document entitled "Assignment", recorded June 02, 1997 as Instrument No. 1997-0256721 of Official Records.

SDG&E assigns to Pacific Bell, under the terms and conditions of that certain Agreement for Joint Distribution Easements between SDG&E and Pacific Bell, dated March 31, 1982.

5. Water rights, claims or title to water, whether or not shown by the public records.
6. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
7. Rights of parties in possession.

INFORMATIONAL NOTES

1. Taxes for proration purposes only for the fiscal year 2011-2012.
First Installment: \$274.68, PAID
Second Installment: \$274.68, PAID
Tax Rate Area: 91052
APN: 658-051-07-00
2. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 3. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
 1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendment;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - D. WITH RESPECT TO A GENERAL PARTNERSHIP:
 1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-1), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
 - E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
 1. A copy of its operating agreement and any amendments thereto;

2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

******To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.******

LEGAL DESCRIPTION

Real property in the City of , County of San Diego, State of California, described as follows:

TRACT 44 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 6 EAST, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO UNITED STATES GOVERNMENT INDEPENDENT RESURVEY OF FRACTIONAL TOWNSHIP 18 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, APPROVED APRIL 10, 1923.

EXCEPT THOSE PORTIONS OF SAID LAND LYING WITHIN THE BOUNDARIES OF THE RIGHT OF WAY OF THE SAN DIEGO AND ARIZONA RAILWAY COMPANY

APN: 658-051-07-00

The First American Corporation
First American Title Company
Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

- | | |
|---------------|-------------------------------|
| (a) building; | (d) improvements on the Land; |
| (b) zoning; | (e) land division; and |
| (c) land use; | (f) environmental protection. |

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

- | |
|--|
| (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; |
| (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; |
| (c) that result in no loss to You; or |
| (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28. |

5. Failure to pay value for Your Title.

6. Lack of a right:

- | |
|---|
| (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and |
| (b) in streets, alleys, or waterways that touch the Land. |

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

Your Deductible Amount**Our Maximum Dollar
Limit of Liability**

Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- | |
|------------------------------|
| (a) and use |
| (b) improvements on the land |
| (c) and division |
| (d) environmental protection |

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- | |
|---|
| (a) a notice of exercising the right appears in the public records on the Policy Date |
| (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking |

3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



County of San Diego, Planning & Development Services
**APPLICANT'S DISCLOSURE OF
OWNERSHIP INTERESTS ON
APPLICATION FOR ZONING PERMITS/
APPROVALS**
ZONING DIVISION

Record ID(s) MUP 3300-12-010

Assessor's Parcel Number(s) 658-090-36-00

Ordinance No. 4544 (N.S.) requires that the following information must be disclosed at the time of filing of this discretionary permit. The application shall be signed by all owners of the property subject to the application or the authorized agent(s) of the owner(s), pursuant to Section 7017 of the Zoning Ordinance. **NOTE:** Attach additional pages if necessary.

A. List the names of all persons having any *ownership interest* in the property involved.

Allen Family Revocable Trust dated July 6, 1993

B. If any person identified pursuant to (A) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

C. If any person identified pursuant to (A) above is a non-profit organization or a trust, list the names of any persons serving as director of the non-profit organization or as trustee or beneficiary or trustor of the trust.


David O. Allen, Co-Trustee

Betty A. Allen, Co-Trustee

NOTE: Section 1127 of The Zoning Ordinance defines Person as: "Any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver syndicate, this and any other county, city and county, city, municipality, district or other political subdivision, or any other group or combination acting as a unit."

Tierra Del Sol Solar Farm LLC

By: Soitec Solar Development LLC


Signature of Applicant

Clark Crawford, Attorney In Fact

Clark Crawford
Print Name

March 27, 2013
Date

5510 OVERLAND AVE, SUITE 110, SAN DIEGO, CA 92123 • (858) 565-5981 • (888) 267-8770

<http://www.sdcountry.ca.gov/pds>





FEB 26, 2013 8:00 AM 754

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 34.00

PAGES: 7

*RECORDING REQUESTED BY
FIRST AMERICAN TITLE*Recorded at the request of and
When recorded mail to:Tierra Del Sol Solar Farm LLC
c/o Soitec Development LLC
Attn: Sharon Nardoza
16550 Via Esprillo,
San Diego, CA 92127*FB
7P
1-CON**562783-NALG*

Space above this line for recorder's use only

MEMORANDUM OF TRANSMISSION EASEMENT OPTION

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION (this "Memorandum") is made and entered into on December 13, 2012, by and between **DAVID O. ALLEN and BETTY A. ALLEN, Co-Trustees of the ALLEN FAMILY REVOCABLE TRUST DATED JULY 6, 1993** ("Owner"), and **TIERRA DEL SOL SOLAR FARM LLC**, a Delaware limited liability company ("Optionee").

A. Owner is the owner of certain real property situated in San Diego County, California, more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property").

B. Owner and Optionee have entered into that certain Transmission Easement Option (the "Option Agreement") dated as of the date hereof, pursuant to which Owner has granted an option ("Option") to Optionee to purchase a underground transmission and access easement across the Property for purposes of transmission and access, subject to the terms and conditions as set forth in the Option Agreement. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Option Agreement.

C. Owner and Optionee desire to execute this Memorandum and cause the same to be recorded in the Official Records of San Diego County, California for the purpose of memorializing the Option Agreement and to provide third parties with notice of the Option Agreement.

NOW, THEREFORE, in consideration of these premises and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Optionee do hereby agree as follows:

1. Owner hereby grants to Optionee an Option to purchase an easement for transmission and incidental purposes on the Property, which transmission easement shall be located approximately as shown on Exhibit A-1 to the Option Agreement, provided that the Option and Optionee's rights hereunder are subject to all of the terms and conditions set forth in the Option Agreement.

2. The term of the Option ("Initial Term") shall commence on _____, and shall continue for twenty-four (24) months until _____. Optionee shall have the right, but not the obligation, to extend the Initial Term of the Option Agreement for a consecutive additional twenty four (24) month period ("Option Extension Period"). The Option Extension Period shall commence at the end of the Initial Term.

3. The Option Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Owner and Optionee. The Option Agreement shall run with the land and shall be binding upon any transferee or purchaser of the Property by Owner.

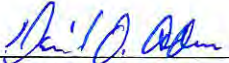
4. All of its terms, covenant and conditions of the Option Agreement are incorporated herein by reference. This Memorandum may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(Signatures on next page)

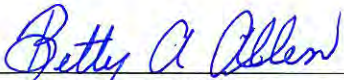
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

OWNER:

**DAVID O. ALLEN and BETTY A. ALLEN,
Co-Trustees of the ALLEN FAMILY
REVOCABLE TRUST DATED JULY 6,
1993**

By: 
David O. Allen

Title: Co-Trustee

By: 
Betty A. Allen

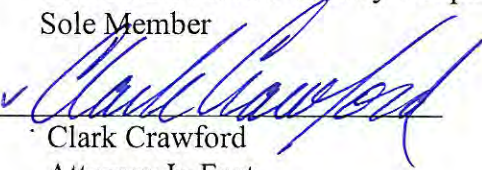
Title: Co-Trustee

OPTIONEE:

TIERRA DEL SOL SOLAR FARM, LLC
a Delaware limited liability company

By: Soitec Solar Development LLC
a Delaware limited liability company

Its: Sole Member

By: 
Clark Crawford
Attorney In Fact

State of California)
)
County of San Diego)

On December 17, 2013, before me, Sharon K. Nardozza, Notary Public, personally appeared CLARK CRAWFORD who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature Sharon K Nardozza



STATE OF CALIFORNIA }
 } ss.
 COUNTY OF San Diego }

On Dec. 13, 2012, before me, Jan Stittsworth, Notary Public, personally appeared David O. Allen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

WITNESS my hand and official seal.

Signature

Jan Stittsworth

(seal)



STATE OF CALIFORNIA }
COUNTY OF San Diego } ss.

On Dec. 13, 2012, before me, Jan Stittsworth, Notary Public, personally appeared Betty A. Allen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

WITNESS my hand and official seal.

Signature Jan Stittsworth

(seal)



EXHIBIT "A"

760

PROPERTY DESCRIPTION

That certain real property of Owner in the County of San Diego, State of California, described as follows:

Parcel 3 of Parcel Map No. 10343 filed in the County of San Diego, State of California, filed in the office of the County Recorder of San Diego County August 14, 1980, as Instrument No. 80-259885 of Official Records.

APN 658-090-36-00

Amended 10-25-12



**First American Title Insurance Company
National Commercial Services**

**4380 La Jolla Village Dr., Suite 110
San Diego, CA 92122**

October 25, 2012

Sharon Nardozza
Soitec Solar Inc.
4250 Executive Square, Suite 770
La Jolla, CA 92037
Phone: (858)652-4434
Fax:

Customer Reference: Allen / 658-090-36

Title Officer: Roy Provence
Phone: (858)410-3900
Fax No.: (877)461-2094
E-Mail: rprovence@firstam.com

Buyer: To Be Determined

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

First American Title Insurance Company

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of September 14, 2012 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

Prelim

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

David O. Allen & Betty A. Allen (to the Allen Family Trust), subject to Item no. 14 hereinafter shown

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The effect of any adverse claim of ownership or encumbrance by reason of discrepancies in surveys and apparent change in location of the herein described property which may exist by reason of the conflict of the United States Survey of Township 18 South, Range 6 East, San Bernardino Meridian, Approved May 3, 1859, with the independent Resurvey of said Township Approved April 10, 1923.
4. An easement for public road and incidental purposes, recorded May 6, 1949 as Book 3195, Page 161 of Official Records.
In Favor of: the County of San Diego
Affects: as described therein

Said instrument also grants the right to extend and maintain drainage structures and excavation and embankment slopes beyond the limits of said right of way where required for construction and maintenance.

5. An offer of dedication for public road and incidental purposes, recorded July 30, 1980 as Instrument No. 80-240573 of Official Records.
To: the County of San Diego

Said instrument also grants the right to extend and maintain drainage structures and excavation and embankment slopes beyond the limits of said right of way where required for construction and maintenance.
6. This item has been intentionally deleted.
7. An easement for public utilities and incidental purposes, recorded February 15, 1984 as Instrument No. 84-057178 of Official Records.
In Favor of: San Diego Gas & Electric Company, a corporation
Affects: as described therein
8. An easement for public utilities and incidental purposes, recorded June 6, 1984 as Instrument No. 84-211860 of Official Records.
In Favor of: Pacific Bell, a California Corporation
Affects: as described therein
9. An easement for public utilities and incidental purposes, recorded September 29, 1987 as Instrument No. 87-549162 of Official Records.
In Favor of: San Diego Gas & Electric Company, a corporation
Affects: as described therein
10. Statements of information from all parties to the transaction are required prior to closing. Various liens from both parties need to be cleared.
11. Water rights, claims or title to water, whether or not shown by the public records.
12. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
13. Rights of parties in possession.
14. The requirement that a deed from David O. Allen and Betty A. Allen to the present Trustees of the Allen Family Trust be recorded to vest title in the trustees of the trust, as is required under California law. Also, copies of such trust and any amendments thereto should be reviewed by the company prior to issuing title insurance policies as to the land.

INFORMATIONAL NOTES

1. Taxes for proration purposes only for the fiscal year 2011-2012.
First Installment: \$956.22, PAID
Second Installment: \$956.22, PAID
Tax Rate Area: 91052
APN: 658-090-36-00
2. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 3. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
 1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendment;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - D. WITH RESPECT TO A GENERAL PARTNERSHIP:
 1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-1), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
 - E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
 1. A copy of its operating agreement and any amendments thereto;
 2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1)

and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;

3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

*******To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.*******

LEGAL DESCRIPTION

Real property in the City of , County of San Diego, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 10343, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA,
FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AUGUST 14, 1980,
AS INSTRUMENT NO. 80-259885 OF OFFICIAL RECORDS.

APN: 658-090-36-00

The First American Corporation

First American Title Company

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;
 - (b) zoning;
 - (c) land use;
 - (d) improvements on the Land;
 - (e) land division; and
 - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



County of San Diego, Planning & Development Services
**APPLICANT'S DISCLOSURE OF
OWNERSHIP INTERESTS ON
APPLICATION FOR ZONING PERMITS/
APPROVALS**
ZONING DIVISION

Record ID(s) MUP 3300-12-010

Assessor's Parcel Number(s) See Attached

Ordinance No. 4544 (N.S.) requires that the following information must be disclosed at the time of filing of this discretionary permit. The application shall be signed by all owners of the property subject to the application or the authorized agent(s) of the owner(s), pursuant to Section 7017 of the Zoning Ordinance. **NOTE:** Attach additional pages if necessary.

- A. List the names of all persons having any *ownership interest* in the property involved.

Lansing Industries, Inc. Profit Sharing Plan & Trust

<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

- B. If any person identified pursuant to (A) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

- C. If any person identified pursuant to (A) above is a non-profit organization or a trust, list the names of any persons serving as director of the non-profit organization or as trustee or beneficiary or trustor of the trust.


Gregory P. Lansing

<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

NOTE: Section 1127 of The Zoning Ordinance defines Person as: "Any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver syndicate, this and any other county, city and county, city, municipality, district or other political subdivision, or any other group or combination acting as a unit."

Tierra Del Sol Solar Farm, LLC

By: Sonnet Solar Development LLC


Signature of Applicant

Clark Crawford, Attorney in Fact

Print Name

April 11, 2013

Date



5510 OVERLAND AVE, SUITE 110, SAN DIEGO, CA 92123 • (858) 565-5981 • (888) 267-8770

<http://www.sdcountry.ca.gov/pds>



Attachment
to Applicant's Disclosure of Ownership Interests
on Application for Zoning Permits/Approvals

Record ID: 3300-12-010

Assessor's Parcel Number(s):

6121100200,	6120821200,	6121200100,	6121100400,	6121201400,	6101203400,
6120410200,	6121000100,	6121000200,	6121100200,	6121101800,	6590100100,
6590200100,	6590101500,	6590202300,	6590200200,	6590200700,	6590200600,
6590200500,	6590701600,	6590800100,	6590800200,	6590800700,	6590701600,
6590801000,	6590800600,	6590800300,	6590800500,	6590900600,	6591300300,
6591400100,	6591400200				



March 13, 2013

Soitec Solar Development LLC.
Attention: Patrick Brown
16550 Via Esprillo
San Diego, CA 92127

**County of San Diego Inclusion in Program Environmental Impact Report
County Environmental Review No. 3910-120005**

Dear Mr. Brown:

1. Lansing Industries PSP, LLC, a California limited liability company ("**Lansing**") own that certain real property commonly known as "Empire Ranch" located near Boulevard, California and also commonly known as County of San Diego Assessor Parcel Numbers (collectively, the "**Lansing Property**"):

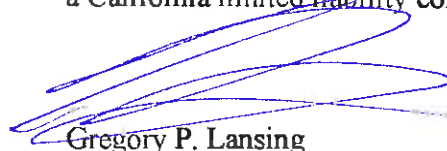
- 6121100200, 6120821200, 6121200100, 6121100400, 6121201400
- 6101203400, 6120410200, 6121000100, 6121000200, 6121100200, 6121101800, 6590100100, 6590200100.
- 6590101500, 6590202300, 6590200200, 6590200700, 6590200600, 6590200500, 6590701600, 65908000, 6590800200, 6590800700, 6590701600, 6590801000, 6590800600, 6590800300, 6590800500, 6590900600, 6591300300, 6591400100, 6591400200.

2. We understand that Soitec Solar Development LLC ("**Soitec**") plans to submit to the County of San Diego an application for a Program Environmental Impact Report (the "**PEIR Project**") in accordance with the California Environmental Quality Act for Soitec's portfolio of solar projects located near the Unincorporated Community of Boulevard within the County of San Diego.

3. We acknowledge that the PEIR Project and subsequent Major Use Permit application(s) may include the Lansing Property. We hereby authorize Soitec and its subsidiary project company, Los Robles Solar Power Plant LLC, to include the Lansing Property in the PEIR Project.

4. The grant of authority herein may be revoked at any time and for any reason or no reason, entirely at Lansing's sole and absolute discretion. Lansing further reserves all rights and ability to withdraw its Property from the PEIR Project at any time and for any reason or no reason, entirely at Lansing's sole and absolute discretion. Lansing further reserves all of its rights to participate in the PEIR and CEQA processes, including objecting to any aspect or facet of the PEIR Project, if deemed necessary in Lansing's sole and absolute discretion. Nothing herein may be construed as a grant, alienation or other conveyance of any interest in the Lansing Property to Soitec or any of its subsidiaries, parent companies, affiliated companies, or any other person or entity.

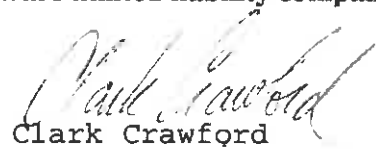
Sincerely,
LANSING INDUSTRIES PSP, LLC,
a California limited liability company



Gregory P. Lansing
Managing Member

AGREED AND ACKNOWLEDGED, INCLUDING AS TO PARAGRAPH 4 ABOVE.

**SOITEC SOLAR DEVELOPMENT LLC,
a Delaware limited liability company**



Name: Clark Crawford

Its: Attorney in Fact

Date: March 13, 2013



March 13, 2013

Soitec Solar Development LLC
Attention: Patrick Brown
16550 Via Esprillo
San Diego CA, 92127

**County of San Diego Inclusion in Program Environmental Impact Report
Environmental Review No. 3910-120005 and Major Use Permit 3300-12-010**

Dear Mr. Brown:

1. Lansing Industries PSP, LLC, a California limited liability company ("**Lansing**") owns certain tracts of land (the Property), known by County of San Diego Assessor Parcel Numbers (collectively, the "**Lansing Property**"):

- 6121100200, 6120821200, 6121200100, 6121100400, 6121201400
- 6101203400, 6120410200, 6121000100, 6121000200, 6121100200, 6121101800, 6590100100, 6590200100
- 6590101500, 6590202300, 6590200200, 6590200700, 6590200600, 6590200500, 6590701600, 65908000, 6590800200, 6590800700, 6590701600, 6590801000, 6590800600, 6590800300, 6590800500, 6590900600, 6591300300, 6591400100, 6591400200

2. I understand that Soitec Solar Development LLC ("**Soitec**") plans to submit an application for a Program Environmental Impact Report (the "**PEIR Project**") to the County of San Diego, in accordance with the California Environmental Quality Act, for Soitec's portfolio of solar projects (each a Project, and one or more together, Projects) located near the Unincorporated Community of Boulevard, within the County of San Diego.

3. I acknowledge that the PEIR and Major Use Permit application 3300-12-010 may include the Lansing Property. We hereby authorize Soitec and its subsidiary project companies Los Robles Solar Power Plant LLC and Tierra del Sol Solar Farm LLC include the Lansing Property in the PEIR Project.

4. The grant of authority herein may be revoked at any time and for any reason or no reason, entirely at Lansing's sole and absolute discretion. Lansing further reserves all rights and ability to withdraw its Property from the PEIR Project at any time and for any reason or no reason, entirely at Lansing's sole and absolute discretion. Lansing further reserves all of its rights to participate in the PEIR and CEQA processes, including objecting to any aspect or facet of the PEIR Project, if deemed necessary in Lansing's sole and absolute discretion. Nothing herein may be construed as a grant, alienation or other conveyance of any interest in the Lansing Property to Soitec or any of its subsidiaries, parent companies, affiliated companies, or any other person or entity

Sincerely,
LANSING INDUSTRIES PSP, LLC,
a California limited liability company

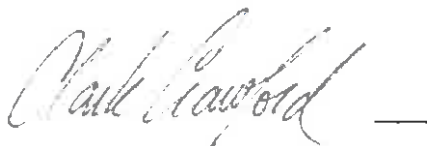


Gregory P. Lansing
Managing Member

AGREED AND ACKNOWLEDGED, INCLUDING AS TO PARAGRAPH 4 ABOVE.

SOITEC SOLAR DEVELOPMENT LLC,
a Delaware limited liability company

By: _____



Name: Clark Crawford

Its: Attorney in Fact

Date: March 13, 2013



**First American Title Insurance Company
National Commercial Services**

**4380 La Jolla Village Dr., Suite 110
San Diego, CA 92122**

March 06, 2013

Soitec Solar Inc.
4250 Executive Square, Suite 770
La Jolla, CA 92037

Phone:

Fax:

Title Officer: Helen Wilson
Phone: (858)410-3899
Fax No.:
E-Mail: Hgwilson@firstam.com

Buyer: Soitec Solar Inc.

Owner: Lansing Industries, Inc. Profit Sharing

Property: No Situs, San Diego, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of February 28, 2013 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Lansing Industries, Inc. Profit Sharing Plan & Trust

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2013-2014, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2012-2013

Affects	APN	TRA	1st Half, STATUS	Penalty	2nd half, STATUS	Penalty
Portion of Parcel A	612-041-02-00	91051	\$472.48, PAID	\$0.00	\$472.48, DUE	\$0.00
Portion of Parcel A	612-100-01-00	91051	\$5,099.42, PAID	\$0.00	\$5,099.42, DUE	\$0.00
Portion of Parcel A	610-120-34-00	91052	\$1,310.52, PAID	\$0.00	\$1,310.52, DUE	\$0.00
Portion of Parcel A	612-100-02-00	91051	\$2,620.37, PAID	\$0.00	\$2,620.37, DUE	\$0.00
Portion of Parcel B	612-082-12-00	91051	\$996.26, PAID	\$0.00	\$996.26, DUE	\$0.00
Portion of Parcel B	612-110-02-00	91051	\$2,201.25, PAID	\$0.00	\$2,201.25, DUE	\$0.00
Portion of Parcel B	612-120-01-00	91051	\$891.52, PAID	\$0.00	\$891.52, DUE	\$0.00
Portion of Parcel B	612-120-14-00	91051	\$472.48, PAID	\$0.00	\$472.48, DUE	\$0.00
Parcel C	612-110-04-00	91051	\$577.26, PAID	\$0.00	\$577.26, DUE	\$0.00

Portion of Parcel D	659-010-01-00	91051	\$1,572.48, PAID	\$0.00	\$1,572.48, DUE	\$0.00
Portion of Parcel D	659-020-01-00	91051	\$943.86, PAID	\$0.00	\$943.86, DUE	\$0.00
Portion of Parcel D	659-020-02-00	91051	\$1,703.58, PAID	\$0.00	\$1,703.58, DUE	\$0.00
Portion of Parcel D	659-020-05-00	91051	\$420.13, PAID	\$0.00	\$420.13, DUE	\$0.00
Portion of Parcel D	659-140-02-00	91051	\$1,415.21, PAID	\$0.00	\$1,415.21, OPEN	\$0.00
Portion of Parcel E	659-020-06-00	91051	\$446.31, PAID	\$0.00	\$446.31, DUE	\$0.00
Portion of Parcel E	659-020-07-00	91051	\$483.08, PAID	\$0.00	\$483.08, DUE	\$0.00
Portion of Parcel E	659-080-01-00	91051	\$1,179.56, PAID	\$0.00	\$1,179.56, DUE	\$0.00
Portion of Parcel E	659-080-02-00	91051	\$1,572.48, PAID	\$0.00	\$1,572.48, OPEN	\$0.00
Portion of Parcel E	659-080-03-00	91051	\$917.69, PAID	\$0.00	\$917.69, DUE	\$0.00
Portion of Parcel E	659-080-05-00	91051	\$498.65, PAID	\$0.00	\$498.65, DUE	\$0.00
Portion of Parcel E	659-080-06-00	91051	\$891.49, PAID	\$0.00	\$891.49, DUE	\$0.00
Portion of Parcel E	659-080-07-00	91051	\$138.04, PAID	\$0.00	\$138.04, DUE	\$0.00
Portion of Parcel E	659-090-06-00	91051	\$498.65, PAID	\$0.00	\$498.65, DUE	\$0.00
Portion of Parcel F	659-010-15-00	91051	\$1,572.25, PAID	\$0.00	\$1,572.25, DUE	\$0.00
Portion of Parcel F	659-020-23-00	91051	\$839.40, PAID	\$0.00	\$839.40, DUE	\$0.00
Portion of Parcel F	659-070-16-00	91052	\$2,462.13, PAID	\$0.00	\$2,462.13, DUE	\$0.00
Portion of Parcel F	659-080-10-00	91051	\$865.57, PAID	\$0.00	\$865.57, DUE	\$0.00
Portion of Parcel F	659-130-03-00	91052	\$1,572.25, PAID	\$0.00	\$1,572.25, DUE	\$0.00
Portion of Parcel F	659-140-01-00	91052	\$1,546.07, PAID	\$0.00	\$1,546.07, DUE	\$0.00

3. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Affects	APN	TRA	Amount to Redeem	Valid through	Amount to Redeem	Valid through
Portion of Parcel A	612-041-02-00	91051	\$7,302.33	March 31, 2013	\$7,363.60	April 30, 2013
Portion of Parcel A	612-100-01-00	91051	\$24,534.46	March 31, 2013	\$24,741.34	April 30, 2013
Portion of Parcel A	610-120-34-00	91052	\$13,725.73	March 31, 2013	\$13,841.28	April 30, 2013
Portion of Parcel A	612-100-02-00	91051	\$23,938.40	March 31, 2013	\$24,140.25	April 30, 2013

Portion of Parcel B	612-082-12-00	91051	\$7,620.80	March 31, 2013	\$7,684.75	April 30, 2013
Portion of Parcel B	612-110-02-00	91051	\$17,772.58	March 31, 2013	\$17,922.33	April 30, 2013
Portion of Parcel B	612-120-01-00	91051	\$7,753.89	March 31, 2013	\$7,818.97	April 30, 2013
Portion of Parcel B	612-120-14-00	91051	\$4,407.70	March 31, 2013	\$4,444.50	April 30, 2013
Parcel C	612-110-04-00	91051	\$5,803.91	March 31, 2013	\$5,852.51	April 30, 2013
Portion of Parcel D	659-010-01-00	91051	\$11,217.09	March 31, 2013	\$11,311.43	April 30, 2013
Portion of Parcel D	659-020-01-00	91051	\$9,515.82	March 31, 2013	\$9,595.79	April 30, 2013
Portion of Parcel D	659-020-02-00	91051	\$19,484.43	March 31, 2013	\$19,648.64	April 30, 2013
Portion of Parcel D	659-020-05-00	91051	\$5,303.97	March 31, 2013	\$5,348.34	April 30, 2013
Portion of Parcel D	659-140-02-00	91051	\$13,011.33	March 31, 2013	\$13,120.84	April 30, 2013
Portion of Parcel E	659-020-06-00	91051	\$5,112.36	March 31, 2013	\$5,155.12	April 30, 2013
Portion of Parcel E	659-020-07-00	91051	\$2,738.42	March 31, 2013	\$2,761.11	April 30, 2013
Portion of Parcel E	659-080-01-00	91051	\$9,494.09	March 31, 2013	\$9,573.88	April 30, 2013
Portion of Parcel E	659-080-02-00	91051	\$11,008.46	March 31, 2013	\$11,101.04	April 30, 2013
Portion of Parcel E	659-080-03-00	91051	\$7,908.74	March 31, 2013	\$7,975.12	April 30, 2013
Portion of Parcel E	659-080-05-00	91051	\$5,421.26	March 31, 2013	\$5,466.62	April 30, 2013
Portion of Parcel E	659-080-06-00	91051	\$8,660.96	March 31, 2013	\$8,733.70	April 30, 2013
Portion of Parcel E	659-090-06-00	91051	\$5,156.85	March 31, 2013	\$5,199.98	April 30, 2013
Portion of Parcel F	659-010-15-00	91051	\$11,751.08	March 31, 2013	\$11,849.94	April 30, 2013
Portion of Parcel F	659-020-23-00	91051	\$8,810.76	March 31, 2013	\$8,884.77	April 30, 2013
Portion of Parcel F	659-070-16-00	91052	\$21,275.46	March 31, 2013	\$21,454.80	April 30, 2013
Portion of Parcel F	659-080-10-00	91051	\$8,838.60	March 31, 2013	\$8,912.84	April 30, 2013
Portion of Parcel F	659-130-03-00	91052	\$11,751.08	March 31, 2013	\$11,849.94	April 30, 2013
Portion of Parcel F	659-140-01-00	91052	\$13,928.22	March 31, 2013	\$14,045.47	April 30, 2013

The defaulted taxes shown above have been placed into an installment plan by the County Tax Collector.

4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. Water rights, claims or title to water, whether or not shown by the public records.
6. Rights of the public in and to that portion of the land lying within any road, street and/or highway.

7. A right of way for railroad purposes over that portion of said land within the 200 foot right of way granted to the San Diego and Arizona Eastern Railway Co., under the provisions of an Act of Congress approved March 3, 1875, and any rights of the United States to enforce the terms and provisions of said Act.
8. Such rights as may have been acquired by the San Diego Eastern Railway Company by reason of an application filed October 16, 1902, under the provisions of the Act of Congress approved March 3, 1875 for a 200 foot right of way over a portion of said land; and any rights of the United States to enforce the terms and provisions of said Act.
9. A right of way for ditches and canals as reserved by the United States of America in the patent recorded in Book 12 of Patents, Page 66; in Book 13, Page 139; in Book 14, Page 36; in Book 15, Page 55 and in Book 15, Page 56 all of Patents.

(Affects Parcel D)

10. A right of way for ditches and canals as reserved by the United States of America in the patent recorded as Book 472, Page 454 of Official Records.

Among other things, said document provides for transmission line purposes in favor of the Pacific Telephone and Telegraph Co.

(Affects Parcel A)

11. An easement for public highway and incidental purposes, recorded as Book 888, Page 310 of Official Records.

In Favor of:	County of San Diego
Affects:	As described therein

12. The effect of a map purporting to show the land and other property, filed in Survey No. 685 of Record of Surveys.

13. An easement for a transmission line for the transmission or distribution of electric energy and incidental purposes, recorded May 26, 1958 as Book 7096, Page 349 of Official Records.

In Favor of:	Mountain Empire Electric Cooperative, Inc., a Corporation
Affects:	Parcel A

The location of the easement cannot be determined from record information.

14. The effect of a map purporting to show the land and other property, filed in Survey No. 5963 of Record of Surveys.

(Affects Parcels B and C)

15. The effect of a map purporting to show the land and other property, filed in Survey No. 7034 of Record of Surveys.

(Affects Parcel D)

16. An easement for public utility purposes and incidental purposes, recorded May 24, 1972 as Instrument No. 130647 of Official Records.
In Favor of: North Crown, Ltd., a Limited Partnership
Affects: Parcel A
17. An easement for the transmission and distribution of electricity and incidental purposes, recorded August 13, 1974 as Instrument No. 74-218550 of Official Records.
In Favor of: San Diego Gas & Electric Company, a Corporation
Affects: Parcel B within Section 32
18. An easement for the transmission and distribution of electricity and incidental purposes, recorded September 17, 1979 as Instrument No. 79-387717 of Official Records.
In Favor of: San Diego Gas & Electric Company, a Corporation
Affects: Parcels D and E
19. The effect of a map purporting to show the land and other property, filed in Survey No. 8694 of Record of Surveys.

(Affects Parcel B)
20. An easement for poles, wires, cables and appurtenances for the transmission and distribution of electricity; underground facilities and appurtenances for the transmission and distribution of electricity and incidental purposes, recorded May 18, 1981 as Instrument No. 81-153300 of Official Records.
In Favor of: San Diego Gas & Electric Company, a Corporation
Affects: Parcel B
21. An easement for erect, construct, change the size of, improve, reconstruct, relocate, replace, repair, inspect, patrol, maintain and use one or more lines of towers and/or poles, with wires and cables suspended thereon and supported thereby, Including foundations, guys, anchorage, crossarms, braces, insulators, grounding wires and incidental purposes, recorded November 19, 1982 as Instrument No. 82-357212 of Official Records.
In Favor of: San Diego Gas & Electric Company, a Corporation
Affects: Parcel E
22. An easement for road and incidental purposes, recorded December 28, 1982 as Instrument No. 82-396302 of Official Records.
In Favor of: E. W. Ferrin and Mable Ferrin
Affects: Parcel B
23. The effect of a map purporting to show the land and other property, filed in Survey No. 10072 of Record of Surveys.

(Affects Parcels E and F)
24. A right of way for ditches and canals as reserved by the United States of America in the patent recorded July 19, 1989 as Instrument No. 89-380391 of Official Records.

(Affects Parcel F)

25. Those rights for railroad purposes granted to the San Diego and Arizona Railroad Company, its successors or assigns, by right of way Serial No. CALA 021387 (formerly Serial No. CAEC 05267), pursuant to the Act of March 3, 1875 (18 Stat. 482), as to the South Half, Northeast Quarter, Southeast Quarter said Section 7 and Northwest Quarter, Southwest Quarter said Section 8, disclosed by Patent recorded July 19, 1989 as Instrument No. 89-380391 of Official Records.

(Affects Parcel F)

26. Those rights for a 500-kv electric power transmission line and ancillary facilities granted to the San Diego Gas & Electric Company, its successors or assigns, by right of way Serial No. CACA 5865, pursuant to Title V of the Act of October 21, 1976 (43 U.S.C. 1761-71), as to the Northwest Quarter, Northeast Quarter and North Half, Northwest Quarter said Section 17 and Northeast Quarter said Section 18, disclosed by patent recorded July 19, 1989 as Instrument No. 89-380391 of Official Records.

(Affects Parcel F)

27. A right of way for ditches and canals as reserved by the United States of America in the patent recorded July 19, 1989 as Instrument No. 89-380392 of Official Records.

(Affects Parcel A)

28. Rights for construction, operation and maintenance of a combination buried (300.61') and aerial (2,378.07') telephone line granted to the Pacific Bell, its successors or assigns, by right of way Serial No. CACA 17072, pursuant to Title V of the Act of October 21, 1976 (43 U.S.C. 1761), as to said Lots 1 and 7, disclosed by Patent recorded July 19, 1989 as Instrument No. 89-380392 of Official Records.

(Affects Parcel A)

29. An easement for poles, wires, cables and appurtenances for the transmission and distribution of electricity and communication facilities and appurtenances and incidental purposes, recorded February 13, 1991 as Instrument No. 1991-0068378 of Official Records.

In Favor of: San Diego Gas & Electric Company

Affects: Parcel A

The location of the easement cannot be determined from record information.

30. The terms, provisions and easement(s) contained in the document entitled "Deed and Easement Agreement" recorded August 23, 1994 as Instrument No. 1994-0506679 of Official Records.

(Affects Parcel D)

31. An easement for construct, reconstruct, maintain, operate and repair, road easement, including any or all appurtenances thereto, together with the right of ingress and egress and incidental purposes, recorded July 17, 2007 as Instrument No. 2007-0477544 of Official Records.

In Favor of: Robert L. Fox and Mele C. Fox

Affects: Parcel A

32. A Deed of Trust to secure an original indebtedness of \$10,912,500.00 recorded July 26, 2007 as Instrument No. 2007-0499454 of Official Records.

Dated: July 26, 2007
Trustor: Lansing Industries, Inc. Profit Sharing Plan & Trust
Trustee: First American Title Insurance Company
Beneficiary: Empire II, LLC, a California limited liability company

Affects: The land and other property.

A document recorded March 05, 2012 as Instrument No. 2012-0125596 of Official Records provides that the above document was subordinated to the document recorded March 05, 2012 as Instrument No. 2012-0125595 of Official Records.

33. An easement for perpetual easement and incidental purposes, recorded March 05, 2012 as Instrument No. 2012-0125595 of Official Records.

In Favor of: United States of America
Affects: as described therein

34. An easement for public utilities and incidental purposes, recorded August 21, 2012 as Instrument No. 2012-0497686 of Official Records.

In Favor of: San Diego Gas & Electric Company, a California corporation
Affects: as described therein

(Affects Parcels B, D & E)

35. The terms and provisions contained in the document entitled "Memorandum of Right of Entry Permit" recorded August 21, 2012 as Instrument No. 2012-0497687 of Official Records.

(Affects Parcel B, D and E)

36. Rights of parties in possession.

INFORMATIONAL NOTES

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 3. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
 1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendment;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - D. WITH RESPECT TO A GENERAL PARTNERSHIP:
 1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;

3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
1. A copy of its operating agreement and any amendments thereto;
 2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

******To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.******

LEGAL DESCRIPTION

Real property in the City of San Diego, County of San Diego, State of California, described as follows:

PARCEL A:

ALL OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, ALL OF SECTION 31, AND THE NORTHWEST QUARTER OF SECTION 32, ALL IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, TOGETHER WITH GOVERNMENT LOTS 1, 7, 8 AND 10 OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN DEED RECORDED JANUARY 5, 2006 AS DOCUMENT NO. 2006-0006807, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ALL ACCORDING TO THE OFFICIAL PLATS THEREOF.

EXCEPTING THEREFROM OF THE NORTHWEST QUARTER OF SAID SECTION 32, THOSE PORTIONS THEREOF LYING NORTHEASTERLY AND EASTERLY OF THE CENTERLINE OF COUNTY ROAD SURVEY NO. 592, FILED IN THE OFFICE OF THE COUNTY SURVEYOR OF SAN DIEGO COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE NORTHERLY 80.00 FEET OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, LYING WESTERLY OF THE CENTERLINE OF COUNTY ROAD SURVEY NO. 592, FILED IN THE OFFICE OF THE COUNTY SURVEYOR OF SAN DIEGO, TOGETHER WITH THE WESTERLY 958.00 FEET OF THE NORTHERLY 428.00 FEET OF SAID NORTHWEST QUARTER OF SECTION 32.

ALSO EXCEPTING THEREFROM OF SAID SECTION 36, THAT PORTION OF TIERRA DEL SOL ROAD AS SHOWN ON ROAD SURVEY NO. 403, FILED IN THE OFFICE OF THE COUNTY SURVEYOR OF SAN DIEGO COUNTY.

THE ABOVE DESCRIBED LAND IS ALSO SHOWN AS PARCEL B OF CERTIFICATE OF COMPLIANCE RECORDED JULY 23, 2007 AS INSTRUMENT NO. 2007-0490977, OFFICIAL RECORDS.

EXCEPT THEREFROM SAID SECTION 31, ALL COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916, 296 (39 STAT., 86), RECORDED MARCH 9, 1936 IN BOOK 472, PAGE 454 OF OFFICIAL RECORDS.

PARCEL B:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29; THE NORTH HALF OF SECTION 32; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THE WEST HALF OF THE NORTHWEST QUARTER AND ALSO THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, ALL IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING FROM THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND ALSO THE NORTHWEST QUARTER OF SAID SECTION 32, THAT PORTION THEREOF LYING WESTERLY, SOUTHWESTERLY AND SOUTHERLY OF THE CENTERLINE OF THE COUNTY ROAD SURVEY NO. 592, AS SAID ROAD IS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, RECORDED APRIL 13, 1939 IN BOOK 890, PAGE 303 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL COAL AND OTHER MINERALS AS RESERVED IN THE UNITED STATES PATENT OVER THAT PORTION OF THE ABOVE DESCRIBED LAND LYING WITHIN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29; THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32; THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33.

PARCEL C:

ALL THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY APPROVED NOVEMBER 6, 1880, LYING NORTHERLY OF THE CENTER LINE OF THE COUNTY ROAD SURVEY NO. 592, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING AND RESERVING HOWEVER, ALL THE COAL AND OTHER MINERALS AS RESERVED BY THE UNITED STATES OF AMERICA IN PATENT RECORDED IN BOOK 769, PAGE 202 OF OFFICIAL RECORDS.

PARCEL D:

LOTS 1, 2, 3 AND 4 OF SECTION 6 AND LOTS 3 AND 4 OF SECTION 5; THE WEST HALF OF THE SOUTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, A; BEING IN TOWNSHIP 18 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF. TOGETHER WITH THE SOUTH 100.00 FEET OF SECTION 32 AND THAT PORTION OF THE SOUTH 100.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33 LYING SOUTHWESTERLY OF THE CENTER LINE OF COUNTY ROAD KNOWN AS ROAD SURVEY NO. 592, AS SAID SURVEY IS SHOWN ON MAP ON FILE IN OFFICE OF THE COUNTY SURVEY OF SAID COUNTY, ALL IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

PARCEL E:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 5; THE NORTH HALF, AND THE EAST HALF OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8; AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 18 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

EXCEPTING HOWEVER, FROM THE FOREGOING DESCRIBED PROPERTY THAT PORTION THEREOF CONVEYED BY WILLIAM STEPHENS TO THE SAN DIEGO AND ARIZONA RAILWAY COMPANY BY DEED DATED OCTOBER 28, 1919, AND RECORDED IN BOOK 790, PAGE 209 OF DEEDS, IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY.

ALSO EXCEPTING FROM THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TO THE UNITED STATES OF

AMERICA, ALL COAL AND OTHER MINERALS IN THE LANDS SO ENTERED AND PATENTED TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 - 39 STAT. 862 -, AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO WILLIAM STEPHENS, DATED NOVEMBER 27, 1925 AND RECORDED FEBRUARY 8, 1926 IN BOOK 14, PAGE 333 OF PATENTS, AS SHOWN IN DEED EXECUTED BY OTTO THIELICKE AND JOSEPHINE GARCLA THIELICKE, HUSBAND AND WIFE, RECORDED MAY 20, 1959 UNDER RECORDER'S FILE NO. 101725.

PARCEL F:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5; THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6; THE EAST HALF OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE EAST HALF OF THE NORTHWEST QUARTER, THE EAST HALF OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER QUARTER OF SECTION 7; THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8; GOVERNMENT LOTS 5, 6, 7 AND 8 AND THE NORTH HALF OF THE NORTH HALF OF SECTION 17, AND THE NORTHEAST QUARTER OF SECTION 18, ALL IN TOWNSHIP 18 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

APN & Affects

612-041-02-00 (Portion of Parcel A)
612-100-01-00 (Portion of Parcel A)
610-120-34-00 (Portion of Parcel A)
612-100-02-00 (Portion of Parcel A)
612-082-12-00 (Portion of Parcel B)
612-110-02-00 (Portion of Parcel B)
612-120-01-00 (Portion of Parcel B)
612-120-14-00 (Portion of Parcel B)
612-110-04-00 (Parcel C)
659-010-01-00 (Portion of Parcel D)
659-020-01-00 (Portion of Parcel D)
659-020-02-00 (Portion of Parcel D)
659-020-05-00 (Portion of Parcel D)
659-140-02-00 (Portion of Parcel D)
659-020-06-00 (Portion of Parcel E)
659-020-07-00 (Portion of Parcel E)
659-080-01-00 (Portion of Parcel E)
659-080-02-00 (Portion of Parcel E)
659-080-03-00 (Portion of Parcel E)
659-080-05-00 (Portion of Parcel E)
659-080-06-00 (Portion of Parcel E)
659-080-07-00 (Portion of Parcel E)
659-090-06-00 (Portion of Parcel E)
659-010-15-00 (Portion of Parcel F)
659-020-23-00 (Portion of Parcel F)
659-070-16-00 (Portion of Parcel F)
659-080-10-00 (Portion of Parcel F)
659-130-03-00 (Portion of Parcel F)
659-140-01-00 (Portion of Parcel F)

The First American Corporation

First American Title Company

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building; (d) improvements on the Land;
 - (b) zoning; (e) land division; and
 - (c) land use; (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



**First American Title Insurance Company
National Commercial Services**

**4380 La Jolla Village Dr., Suite 110
San Diego, CA 92122**

March 07, 2013

Soitec Solar Inc.
4250 Executive Square, Suite 770
La Jolla, CA 92037

Phone:

Fax:

Title Officer: Helen Wilson
Phone: (858)410-3899
Fax No.:
E-Mail: Hgwilson@firstam.com

Buyer: Soitec Solar Inc.

Property: No Situs, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title Insurance Company

Dated as of March 01, 2013 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Lansing Industries, Inc. Profit Sharing Plan & Trust

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple as to Parcels A, B, C, D, E & F, an easement as to Parcel E-1.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2013-2014, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2012-2013.

First Installment:	\$943.88, PAID
Penalty:	\$0.00
Second Installment:	\$943.88, DUE
Penalty:	\$0.00
Tax Rate Area:	91051
A. P. No.:	612-110-20-00

(Affects portion of Parcel A)

3. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area:	91051
A. P. No.:	612-110-20-00
Amount to redeem:	\$13,005.22
Valid through:	March 31, 2013
Amount to redeem:	\$13,114.67
Valid through:	April 30, 2013

(Affects portion of Parcel A)

The defaulted taxes shown above have been placed into an installment plan by the County Tax Collector.

4. General and special taxes and assessments for the fiscal year 2012-2013.

First Installment:	\$1,572.48, PAID
Penalty:	\$0.00
Second Installment:	\$1,572.48, DUE
Penalty:	\$0.00
Tax Rate Area:	91051
A. P. No.:	612-110-18-00

(Affects Parcel B)

5. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area:	91051
A. P. No.:	612-110-18-00
Amount to redeem:	\$9,020.66
Valid through:	March 31, 2013
Amount to redeem:	\$9,096.45
Valid through:	April 30, 2013

(Affects Parcel B)

The defaulted taxes shown above have been placed into an installment plan by the County Tax Collector.

6. General and special taxes and assessments for the fiscal year 2012-2013.

First Installment:	\$1,389.03, PAID
Penalty:	\$0.00
Second Installment:	\$1,389.03, DUE
Penalty:	\$0.00
Tax Rate Area:	91051
A. P. No.:	612-110-17-00

(Affects Parcel C)

7. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area:	91051
A. P. No.:	612-110-17-00
Amount to redeem:	\$11,130.83
Valid through:	March 31, 2013
Amount to redeem:	\$11,224.44
Valid through:	April 30, 2013

(Affects Parcel C)

The defaulted taxes shown above have been placed into an installment plan by the County Tax Collector.

8. General and special taxes and assessments for the fiscal year 2012-2013.

First Installment:	\$83.32, PAID
--------------------	---------------

Penalty: \$0.00
 Second Installment: \$83.32, DUE
 Penalty: \$0.00
 Tax Rate Area: 91051
 A. P. No.: 612-110-19-00

(Affects portion of Parcel D)

9. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.
- Tax Rate Area: 91051
 A. P. No.: 612-110-19-00
 Amount to redeem: \$464.71
 Valid through: March 31, 2013
 Amount to redeem: \$468.19
 Valid through: April 30, 2013

(Affects portion of Parcel D)

The defaulted taxes shown above have been placed into an installment plan by the County Tax Collector.

10. General and special taxes and assessments for the fiscal year 2012-2013.
- First Installment: \$263.60, PAID
 Penalty: \$0.00
 Second Installment: \$263.60, DUE
 Penalty: \$0.00
 Tax Rate Area: 91051
 A. P. No.: 659-020-13-00

(Affects Parcel E)

11. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.
- Tax Rate Area: 91051
 A. P. No.: 659-020-13-00
 Amount to redeem: \$3,010.72
 Valid through: March 31, 2013
 Amount to redeem: \$3,035.72
 Valid through: April 30, 2013

(Affects Parcel E)

The defaulted taxes shown above have been placed into an installment plan by the County Tax Collector.

12. General and special taxes and assessments for the fiscal year 2012-2013.
- First Installment: \$1,187.52, PAID
 Penalty: \$0.00
 Second Installment: \$1,187.52, DUE
 Penalty: \$0.00
 Tax Rate Area: 91051

A. P. No.: 659-030-01-00

(Affects Parcel F)

13. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area: 91051
 A. P. No.: 659-030-01-00
 Amount to redeem: \$8,234.13
 Valid through: March 31, 2013
 Amount to redeem: \$8,303.27
 Valid through: April 30, 2013

(Affects Parcel F)

The defaulted taxes shown above have been placed into an installment plan by the County Tax Collector.

14. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
15. Water rights, claims or title to water, whether or not shown by the public records.
16. Rights of the public in and to that portion of the land lying within any road, street and/or highway.
17. A right of way for railroad purposes over that portion of said land within the 200 foot right of way granted to the San Diego and Arizona Eastern Railway Co., under the provisions of an Act of Congress approved March 3, 1875, and any rights of the United States to enforce the terms and provisions of said Act.
18. Such rights as may have been acquired by the San Diego Eastern Railway Company by reason of an application filed October 16, 1902, under the provisions of the Act of Congress approved March 3, 1875 for a 200 foot right of way over a portion of said land; and any rights of the United States to enforce the terms and provisions of said Act.
19. A right of way for ditches and canals as reserved by the United States of America in the patent recorded in Book 12 of Patents, Page 66; in Book 13, Page 139; in Book 14, Page 36; in Book 15, Page 55 and in Book 15, Page 56 all of Patents.

(Affects portion of Parcel D)

20. An easement for public highway and incidental purposes, recorded as Book 888, Page 310 of Official Records.
 In Favor of: County of San Diego
 Affects: As described therein
21. The effect of a map purporting to show the land and other property, filed in Survey No. 685 of Record of Surveys.

(Affects Parcels A, B, C and D)

22. The effect of a map purporting to show the land and other property, filed in Survey No. 5963 of Record of Surveys.

(Affects Parcel A)

23. An easement for road and public utility purposes and incidental purposes, recorded August 21, 1963 as Instrument No. 148695 of Official Records.

In Favor of: Melvin Grigsby and S. Jean Grigsby

Affects: Parcel E

24. An easement for road and public utility purposes and incidental purposes, recorded April 08, 1965 as Instrument No. 62234 of Official Records.

In Favor of: Joseph J. Shecora and Helen F. Shecora

Affects: Parcel E

25. An easement for road and public utility purposes and incidental purposes, recorded May 06, 1965 as Instrument No. 80998 of Official Records.

In Favor of: Carl W. Alvers and Peggy J. Alvers

Affects: Parcel E

26. The effect of a map purporting to show the land and other property, filed in Survey No. 7034 of Record of Surveys.

(Affects Parcel D)

27. An easement for road, sewer, water, gas, power and telephone lines and incidental purposes, recorded July 13, 1970 as Instrument No. 121453 of Official Records.

In Favor of: Chloe S. Dahle, a single woman, as to an undivided one half interest, and Anne Froats, a married woman, as to an undivided one half interest

Affects: Parcel C

28. An easement for transmission and distribution of electric energy and incidental purposes, recorded March 17, 1971 as Instrument No. 51201 of Official Records.

In Favor of: Mountain Empire Electric Corporation, Inc

Affects: Parcels B and C

29. An easement for electric transmission or distribution line or system and incidental purposes, recorded March 31, 1971 as Instrument No. 62423 of Official Records.

In Favor of: Mountain Empire Electric Cooperative, Inc

Affects: Parcel F

30. The effect of a map purporting to show the land and other property, filed in Survey No. 7530 of Record of Surveys.

(Affects Parcel C)

31. The terms, provisions and easement(s) contained in the document entitled "Easement Agreement" recorded February 21, 1973 as Instrument No. 73-045709 of Official Records.

(Affects Parcel E)

32. An easement for the transmission and distribution of electricity and incidental purposes, recorded August 13, 1974 as Instrument No. 74-218550 of Official Records.
In Favor of: San Diego Gas & Electric Company, a Corporation
Affects: Parcel A within Section 32
33. An easement for ingress and egress and incidental purposes, recorded October 21, 1976 as Instrument No. 76-349054 of Official Records.
In Favor of: Youth Development, Inc., a California Non-Profit Corporation
Affects: Parcels B and C
34. An easement for the transmission and distribution of electricity and incidental purposes, recorded June 12, 1979 as Instrument No. 79-241634 of Official Records.
In Favor of: San Diego Gas & Electric Company
Affects: Parcel C
35. An easement for the transmission and distribution of electricity and incidental purposes, recorded June 26, 1979 as Instrument No. 79-265180 of Official Records.
In Favor of: San Diego Gas & Electric Company, a Corporation
Affects: Parcel B
36. The terms and provisions contained in the document entitled "Order Settling and Allowing First Account and for Partial Distribution (And for Partial Allowance of Statutory Compensation)" recorded July 12, 1979 as Instrument No. 79-289639 of Official Records.

(Affects Parcel B and C)

37. An easement for the transmission and distribution of electricity and incidental purposes, recorded September 17, 1979 as Instrument No. 79-387717 of Official Records.
In Favor of: San Diego Gas & Electric Company, a Corporation
Affects: Parcel D
38. An easement for the transmission and distribution of electricity and incidental purposes, recorded September 12, 1979 as Instrument No. 79-382274 of Official Records.
In Favor of: San Diego Gas & Electric Company, a Corporation
Affects: Parcel B
39. The effect of a map purporting to show the land and other property, filed in Survey No. 8694 of Record of Surveys.

(Affects Parcel A)

40. An easement for poles, wires, cables and appurtenances for the transmission and distribution of electricity; underground facilities and appurtenances for the transmission and distribution of electricity and incidental purposes, recorded May 18, 1981 as Instrument No. 81-153300 of Official Records.
In Favor of: San Diego Gas & Electric Company, a Corporation
Affects: Parcel A

41. An easement for poles, wires, cables and appurtenances for the transmission and distribution of electricity; and underground facilities and appurtenances for the transmission and distribution of electricity and incidental purposes, recorded September 22, 1981 as Instrument No. 81-301399 of Official Records.
In Favor of: San Diego Gas & Electric Company, a Corporation
Affects: Parcel C
42. An easement for road and incidental purposes, recorded December 28, 1982 as Instrument No. 82-396302 of Official Records.
In Favor of: E. W. Ferrin and Mable Ferrin
Affects: Parcel A
43. The effect of a map purporting to show the land and other property, filed in Survey No. 11086 of Record of Surveys.

(Affects Parcel F)
44. The terms, provisions and easement(s) contained in the document entitled "Deed and Easement Agreement" recorded August 23, 1994 as Instrument No. 1994-0506679 of Official Records.

(Affects Parcels D, E and F)
45. A Deed of Trust to secure an original indebtedness of \$10,912,500.00 recorded July 26, 2007 as Instrument No. 2007-0499454 of Official Records.
Dated: July 26, 2007
Trustor: Lansing Industries, Inc. Profit Sharing Plan & Trust
Trustee: First American Title Insurance Company
Beneficiary: EMPIRE II, LLC, a California limited liability company

Affects: The land and other property.

A document recorded March 05, 2012 as Instrument No. 2012-0125596 of Official Records provides that the above document was subordinated to the document recorded March 05, 2012 as Instrument No. 2012-0125595 of Official Records.
46. An easement for public roads, highways, public utilities, railroads, and pipelines and incidental purposes, recorded November 13, 2009 as Instrument No. 2009-0632742 of Official Records.
In Favor of: United States of America
Affects: as described therein
47. An easement for perpetual easement and incidental purposes, recorded March 05, 2012 as Instrument No. 2012-0125595 of Official Records.
In Favor of: United States of America
Affects: as described therein
48. An easement for public utilities and incidental purposes, recorded August 21, 2012 as Instrument No. 2012-0497686 of Official Records.
In Favor of: San Diego Gas & Electric Company, a California corporation
Affects: as described therein

(Affects portion of Parcel D and Parcel E)

49. Rights of parties in possession.

INFORMATIONAL NOTES

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as No Situs, California.

(Affects Parcel F)
2. The property covered by this report is vacant land.

(Affects Parcels A, B, C, D and E)
3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
5. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 3. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
 1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendment;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;

4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
1. A copy of its operating agreement and any amendments thereto;
 2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

********To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.********

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

PARCEL A:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29; THE NORTH HALF OF SECTION 32; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THE WEST HALF OF THE NORTHWEST QUARTER AND ALSO THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, ALL IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING FROM THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND ALSO THE NORTHWEST QUARTER OF SAID SECTION 32, THAT PORTION THEREOF LYING WESTERLY, SOUTHWESTERLY AND SOUTHERLY OF THE CENTERLINE OF THE COUNTY ROAD SURVEY NO. 592, AS SAID ROAD IS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, RECORDED APRIL 13, 1939 IN BOOK 890, PAGE 303 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL COAL AND OTHER MINERALS AS RESERVED IN THE UNITED STATES PATENT OVER THAT PORTION OF THE ABOVE DESCRIBED LAND LYING WITHIN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29; THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32; THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33.

PARCEL B:

ALL OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF;

EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF THE CENTERLINE OF COUNTY ROAD SURVEY NO. 592, FILED IN THE OFFICE OF THE COUNTY SURVEYOR OF SAN DIEGO;

ALSO EXCEPTING THEREFROM THE SOUTH 100.00 FEET OF SAID SOUTHWEST QUARTER OF SECTION 32.

PARCEL C:

ALL OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, TOGETHER WITH ALL OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN;

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS AS RESERVED BY THE UNITED STATES OF AMERICA IN PATENT RECORDED IN BOOK 769, PAGE 202 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY AND EASTERLY OF THE CENTERLINE OF COUNTY ROAD SURVEY NO. 592, FILED IN THE OFFICE OF THE COUNTY SURVEYOR OF SAN DIEGO;

ALSO EXCEPTING THEREFROM THE SOUTH 100.00 FEET OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33;

ALSO EXCEPTING THEREFROM THE SOUTH 100.00 FEET OF SAID SOUTHEAST QUARTER OF SECTION OF 32.

PARCEL D:

LOTS 1, 2, 3 AND 4 OF SECTION 6 AND LOTS 3 AND 4 OF SECTION 5; THE WEST HALF OF THE SOUTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, A; BEING IN TOWNSHIP 18 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF. TOGETHER WITH THE SOUTH 100.00 FEET OF SECTION 32 AND THAT PORTION OF THE SOUTH 100.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33 LYING SOUTHWESTERLY OF THE CENTER LINE OF COUNTY ROAD KNOWN AS ROAD SURVEY NO. 592, AS SAID SURVEY IS SHOWN ON MAP ON FILE IN OFFICE OF THE COUNTY SURVEY OF SAID COUNTY, ALL IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

PARCEL E:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 18 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY.

PARCEL E-1:

AN EASEMENT FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITY PURPOSES OVER ALONG AND ACROSS THE EASTERLY 15.00 FEET OF THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5 LYING SOUTHERLY OF THE EXISTING ROAD, AS SHOWN ON AERIAL PHOTOGRAPH BY THE DEPARTMENT OF AGRICULTURE IN 1954, ACROSS THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5.

PARCEL F:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4 IN TOWNSHIP 18 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY, APPROVED DECEMBER 17, 1884, EXCEPTING THEREFROM THE EAST 17 FEET THEREOF.

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 18 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY APPROVED DECEMBER 17, 1884, EXCEPTING THEREFROM THE FOLLOWING PROPERTY.

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4;

THENCE NORTH ON SECTION LINE 1320 FEET;

THENCE 495 FEET;

THENCE SOUTH 1320 FEET;

THENCE WEST 495 FEET TO THE POINT OF BEGINNING.

APN:

612-110-20-00 (Affects portion of Parcel A)

612-110-18-00 (Affects Parcel B)

612-110-17-00 (Affects Parcel C)

612-110-19-00 (Affects portion of Parcel D)

659-020-13-00 (Affects Parcel E)

659-030-01-00 (Affects Parcel F)

The First American Corporation

First American Title Company

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building; (d) improvements on the Land;
 - (b) zoning; (e) land division; and
 - (c) land use; (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
 This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.